



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON



DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA

Board of Supervisors Room - County Administrative Center

224 North Edwards, Independence, California

Alternate Location: 278 Main St., 1st Floor, Bridgeport, CA 93517

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).

REGULAR MEETING

June 9, 2026

8:30 A.M.

1) Public Comment on Closed Session Item(s)

Comments will be accepted at this time related strictly to items on the Closed Session portion of the agenda. Comments will be limited to three minutes.

CLOSED SESSION

2) 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 – County Administrative Officer David Fraser, Assistant County Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, HHS Director Anna Scott, Community Services Solutions Executive Director Amanda Philips, and Liebert, Cassidy, Whitmore Partner Jack Hughes.

3) Public Employment – Pursuant to Government Code §54957

– Title: Public Works Director.

- 4) **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *Inyo v. Wolverine/Inyo, LLC et. al.* (Case No. 23UC70164).

OPEN SESSION

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

- 10 A.M.**
- 5) **Pledge of Allegiance**
 - 6) **Report on Closed Session as Required by Law**
 - 7) **Public Comment**
Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.
 - 8) **Introductions** - The following new Health & Human Services employees will be introduced to the Board: Case Manager Alondra Figueroa, Caregiver Residential Jasmin Franco, Prevention Specialist Anastariya Moiseyeva, HHS Specialist Hailey Thomas, Program Manager-Disaster Lorenzo Tovar, Caregiver Residential Kaylee Vasquez
 - 9) **Board Member Reports**
The Board will provide updates on recent or upcoming meetings, important issues discussed or to be discussed at those meetings, and any projects being explored.
 - 10) **County Department Reports**

CONSENT AGENDA

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

- 11) **Approval of Minutes from the Regular May 26 Board of Supervisors Meeting**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the minutes from the regular May 26, 2026 Board of Supervisors meeting.
- 12) **Big Pine Cemetery District Board of Trustees Appointments**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Reappoint Ms. Rosemarie Todd and Mr. Robert Vance each to an unexpired four-year term on the Big Pine Cemetery District Board of Trustees ending May 31, 2030.

13) Mt. Whitney Cemetery District Board of Trustees Appointment

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Appoint Mr. Joshua Reinig to an expired four-year term on the Mt. Whitney Cemetery District Board of Trustees ending May 31, 2027.

14) Bishop Rural Fire Protection District Board of Commissioners Appointments

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Reappoint Ms. Suzanne Butler and Mr. Donald Kunze each to a four-year term on the Bishop Rural Fire Protection District Board of Commissioners ending July 1, 2030.

15) Contract for Legal Services - General Labor and Employment Advice and Representation

County Administrator - Personnel | Keri Oney

Recommended Action:

- A) Declare Atkinson, Andelson, Loya, Ruud & Romo a sole-source provider for Legal Services - General Labor and Employment Advice; and
- B) Approve the contract between the County of Inyo and Atkinson, Andelson, Loya, Ruud & Romo for the provision of Legal Services - General Labor and Employment Advice, for an amount not to exceed \$420,000 for the term July 1, 2026 through June 30, 2027, contingent upon the Board's adoption of the Fiscal Year 2026-2027 Budget, and authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement.

16) Request to California Broadband Consortium to Reconsider its Decision to Negotiate with a Private Company to Sell its Last-Mile Assets

County Administrator - Information Services | Jennifer Roeser, Abhilash Itharaju

Recommended Action:

Approve and authorize the Chairperson to sign a letter to the California Broadband Cooperative (CBC) Board requesting an immediate pause in negotiations regarding CBC last-mile assets and a reconsideration of the intended approach.

17) Vista Pacifica Contract for Provision of Inpatient Psychiatric and Other Professional Medical Services

Health & Human Services - Behavioral Health | Anna Scott

Recommended Action:

- A) Declare Vista Pacifica Enterprises Inc. of Jurupa Valley, CA a sole-source provider of inpatient psychiatric and other professional medical services;
- B) Approve the contract between the County of Inyo and Vista Pacifica Enterprises Inc. of Jurupa Valley, CA for the provision of inpatient

psychiatric and other professional medical services in an amount not to exceed \$278,000 for the period of July 1, 2026 through June 30, 2027, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget; and

- C) Authorize the Health and Human Services Director to sign the contract and the Business Associate Agreement.

18) Contract between Inyo County and Browns Supply, Inc. for Cardboard Processing and Hauling

Public Works - Recycling & Waste Management | Richard Shore

Recommended Action:

Approve the contract between the County of Inyo and Brown's Supply of Bishop, CA for the provision of cardboard processing in an amount not to exceed \$180,000 for the period of July 1, 2026 through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

REGULAR AGENDA

19) Adoption of Modified Fiscal Year 2025-2026 Board Approved Budget as the Preliminary Budget for Fiscal Year 2026-2027

County Administrator | Denelle Carrington, Amy Shepherd
15 minutes

Recommended Action:

Adopt the modified Fiscal Year 2025-2026 Board Approved Budget as the Preliminary Budget for Fiscal Year 2026-2027 and approve the Fixed Assets as recommended by staff (*4/5ths vote required*).

11 A.M. 20) Public Hearing to Review and Adopt Proposed Resolution Approving General Plan Amendment 2025-04 and Proposed Ordinance Approving Zone Reclassification 2025-03/Leatham

Planning Department | Cynthia Draper
15 minutes (10 min. Presentation / 5min. Discussion)

Recommended Action:

- A) Conduct a public hearing on the following actions for a portion of a parcel located at 2290 Dixon Lane in the Bishop area (APN 010-352-18):
- Proposed Resolution approving General Plan Amendment No. 2025-04/Leatham changing the General Plan land use designation from Light Industrial (LI) to Retail Commercial (RC) to best match the requested zoning and the proposed reuse of the existing building; and
 - Proposed Ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2025-03/Leatham and Amending the Zoning Map of the County of Inyo to Reflect this Reclassification," which would rezone a portion of the parcel from Light Industrial (M-2-0.5) to General Commercial (C-1-10,000).
- B) Approve and authorize the Chairperson to sign Resolution No. 2026-22, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying that the Provisions of the California

Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to and Approving General Plan Amendment No. 2025-04/Leatham," and approve the Conditions of Approval associated with the project; and

- C) Adopt Ordinance 1328, titled, " An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2025-03/Leatham and Amending the Zoning Map of the County of Inyo to Reflect this Reclassification," subject to the findings and conditions therein.

21) Appointment to Inyo County Emergency Medical Care Committee (EMCC)

Health & Human Services - EMCC | Anna Scott
10 minutes

Recommended Action:

Appoint one representative to an unexpired 2-year term on the Emergency Medical Care Committee ending December 31, 2027. (*Notice of Vacancy resulted in requests for appointment from Amanda Wadelton and Dennis Freundt*).

22) Contract with Inyo County Office of Education for Prevention and Early Intervention Activities

Health & Human Services - Behavioral Health | Anna Scott
3 minutes

Recommended Action:

- A) Declare Inyo County Office of Education a sole-source provider of Prevention and Early Intervention Services;
- B) Ratify and approve the contract between the County of Inyo and Inyo County Office of Education for the provision of Prevention and Early Intervention services in an amount not to exceed \$80,000 for the period of November 3, 2025 through June 30, 2026; and C) Authorize the HHS Director to sign the contract and Business Associate Agreement.

23) Behavioral Health Integrated Plan Presentation and Approval

Health & Human Services - Behavioral Health | Anna Scott
15 minutes

Recommended Action:

- A) Receive a presentation on the Behavioral Health Integrated Plan (Fiscal Year 2026-2027 through Fiscal Year 2028-2029);
- B) Approve the plan and authorize the Behavioral Health Director to make non-substantive revisions if further revisions are requested by the California Department of Health Care Services; and
- C) Authorize the HHS Director and County Administrator to sign the plan submission documents.

24) Letter Opposing Senate Bill 1329

Board of Supervisors | Assistant Clerk of the Board
5 minutes

Recommended Action:

Approve and authorize the Chairperson to sign a letter opposing Senate Bill

1329, which could have significant negative impacts on Inyo County's tax base if approved.

25) Consideration of Board of Supervisors' Budget Narrative for Fiscal Year 2026-2027

Board of Supervisors | Assistant Clerk of the Board
10 minutes

Recommended Action:

Review and direct staff to make any desired changes to the draft narrative for the Fiscal Year 2026-2027 Board of Supervisors Budget.

ADDITIONAL PUBLIC COMMENT

26) Public Comment

Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.



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DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-385

Approval of Minutes from the Regular May 26 Board of Supervisors Meeting

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular May 26, 2026 Board of Supervisors meeting.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request changes or edits, or decline to approve but the latter option is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel	Created/Initiated - 06/01/2026
Darcy Israel	Final Approval - 06/01/2026

ATTACHMENTS:

1. Draft May 26, 2026 Minutes

MINUTES



County of Inyo Board of Supervisors

May 26, 2026

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:37 a.m., on May 26, 2026, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Trina Orrill, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Scott Marcellin. Also present: CAO David Fraser, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

Public Comment I

The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Chairperson Orrill recessed open session at 8:38 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **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 – County Administrative Officer David Fraser, Assistant County Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich; No. 3 **Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: *City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al.* Inyo County Superior Court Case No. 12908; No. 4 **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *Inyo v. Wolverine/Inyo, LLC et. al.* (Case No. 23UC70164); No. 5 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: APN 005-146-07. Agency Negotiators: Meaghan McCamman, John-Carl Vallejo, David Fraser, Denelle Carrington. Negotiating parties: 1) Jeff Potter, H&M Investment Advisors, Inc.; and 2) Bryan Marseilles. Under negotiation: price and terms of payment; and No. 6 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: APN 004-020-09. Agency Negotiators: Meaghan McCamman, John-Carl Vallejo, David Fraser, Denelle Carrington. Negotiating parties: Nathan Sill. Under negotiation: price and terms of payment.

Open Session

Chairperson Orrill recessed closed session and reconvened the meeting in open session at 10:11 a.m. with all Board members present.

Pledge of Allegiance

Information Services Director Noam Shendar led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo said that the Board met and took staff reports but no action was taken that is required to be reported by law. He said the Board will reconvene in closed session later in the meeting.

Public Comment II

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley, Brad Erickson (who also provided a written copy), Felicia Renard, Deborah, and Juanita Watterson.

Board Member Reports

Supervisor Griffiths said he attended Mule Days, the California State Association of Counties (CSAC) Legislative Conference, and a press conference at the State Capitol to advocate for budget assistance for counties impacted by HR 1 (Big Beautiful Bill).

Supervisor Roeser said she attended a meeting with Forest Service Chief Tom Schultz. Supervisor Marcellin said he attended a Local Agency Formation Commission (LAFCo) meeting, a Bishop Tribal Council meeting on behalf of the Local Transportation Commission (LTC) and also attended his granddaughter's graduation.

Supervisor Wadelton reported attending a Behavioral Health Advisory Board meeting, a community workshop hosted by Supervisor Orrill on taxes and bonds, a National Association of Counties (NACo) Veterans and Military Service Advisory Council meeting, community service district meetings, and multiple Great Basin Unified Air Pollution Control District (GBUAPCD) settlement committee meetings. He said he also visited the Crystal Geyser Annual 5K fundraiser run, a celebration of life for Dr. Ben Jones, the CSAC Legislative Conference, a meeting with Assemblyman David Tangipa's office, the Mule Days Parade, a dignitary luncheon with Senator Marie Alvarado-Gil, the Mule Days Grand Entry, and the craft fair at Bishop City Park.

Supervisor Orrill said that the community workshop she hosted on taxes and bonds was a success, and she thanked keynote speakers Assessor David Stottlemire, Clerk-Recorder Danielle Sexton, Auditor-Controller Amy Shepherd, and Treasurer-Tax Collector Christie Martindale for providing clear and helpful information to taxpayers. She also attended a Southern California Edison meeting, the CSAC Legislative Conference, and the Mule Days Parade.

CAO David Fraser said he attended Mule Days and thanked volunteers who dedicated their time to support their community.

County Department Reports

Auditor-Controller Amy Shepherd provided an overview of a recent report from the Rural County Representatives of California (RCRC) regarding Senate Bill 90 (handout provided), the state-mandated cost reimbursement law. Shepherd offered to conduct a workshop on SB 90 and to share collected data with the Board in advance, which the Board accepted for a future meeting.

Information Services Director Noam Shendar reported that there was an unexpected power outage at the Quilter Consolidated Office Building due to a wind event, but the new redundancy system allowed for key programs to be run out of Independence with no interruptions to anyone.

Clerk-Recorder and Registrar of Voters Danielle Sexton provided an elections update and reminded the public that the deadline for mail-in ballots is this Thursday. She said that tabulation results will be available no earlier than June 2 after 8 p.m.

Deputy CAO Meaghan McCamman provided an update on the Parks Capital Improvement Plan update, noting that she and Engineering Assistant Daniel Briceno are waiting to receive the survey and landscape architect plans, and expect to bring the completed plan to the Board in June. McCamman offered a brief preview of some of the projects featured in the plan, including improvements to the Millpond baseball fields and rehabilitation work at Mendenhall Park. She also discussed progress in bringing the new Big Pine cell tower online.

HHS Director Anna Scott provided an update on the impacts of HR 1 ("Big Beautiful Bill"), noting that the Governor's May Revise of the budget indicates significant reductions to the Eastern Sierra Area Agency on Aging funding formulas for Inyo and Mono counties (Area 16). She acknowledged the unfortunate timing, given the recent close of the public commenting period for the ESAAA Area Plan but said that staff will continue advocating at the state level and plan to bring a future workshop to the Board with ongoing updates. Director Scott also announced that June is Elder Abuse Awareness Month.

Introduction

County Counsel Vallejo introduced to the Board the newest member of his team, Deputy County Counsel Eric Chilton.

Employee Service Milestones

The Board of Supervisors recognized the following employees who reached service milestones during the first quarter, most of whom were in attendance to receive a commemorative pin:

- Luis Huerta, 20 years - Public Works
- Herbert Dyer, 15 years - Public Works
- Dominic Andreas, 10 years - Public Works
- Donald Arrowood, 5 years - Public Works
- Donna Stephen, 10 years - Health & Human Services
- Talia Sandoval, 5 years, - Health & Human Services
- Robert Rubio, 5 years - Health & Human Services
- Jazmin Rager, 10 years – Sheriff
- Cynthia Reeves, 10 years – Motor Pool
- Rochelle Romo, 5 years – Information Services.

Request from Public & Recess/Reconvene

Chairperson Orrill announced that resident Ted Carlton had submitted written correspondence requesting that items 16, 17, 18, 20, 22, 23, and 25 be removed from the Consent Agenda and moved to the Regular Agenda for explanation or discussion.

The Chairperson recessed the meeting at 11:18 a.m. for a break and reconvened the meeting at 11:24 a.m. with all members present.

Chairperson Orrill then identified the items that were requested to be pulled and asked whether any Board members wished to discuss them. Supervisor Roeser requested that Item Nos. 21 and 23 be moved, and Supervisor Wadelton requested Item No. 25 be moved to the Regular Agenda.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve the minutes from the regular April 28, 2026 and May 12, 2026 Board of Supervisors meetings. Motion carried unanimously.

Local Organization – California Arts Council Resolution #2026-19

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve Resolution No. 2026-19, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Designating Inyo Council for the Arts as a California Arts Council Partner to Inyo County," and authorize the Chairperson to sign. Motion carried unanimously.

CAO – EMS Cost-Sharing Agreement Amendment No. 3

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve Amendment No. 3 to the agreement among the County of Inyo, the Bishop Paiute Tribe, and the City of Bishop to continue cost-sharing the financial support necessary to maintain uninterrupted 911 Emergency Medical Services within the Bishop Operating Area for the period beginning July 1, 2026 and ending June 30, 2027, or until a long-term EMS contract is awarded, whichever occurs first, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget. Motion carried unanimously.

CAO-Information Services – Dell Inc. Agreement

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:

- A) Declare Dell Inc. of Round Rock, TX, a sole-source provider of Microsoft cloud services, including email, calendar and collaboration; and
- B) Authorize the Chief Information Officer, with the concurrence of County Counsel, to enter into an agreement between the County of Inyo and Dell Inc. of Round Rock, TX, for the provision of Microsoft cloud services in an amount not to exceed \$828,353.28 for the period of June 1, 2026 through May 31, 2029.

Motion carried unanimously.

HHS-First 5 – MCAH Agreement

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve the Maternal, Child and Adolescent Health (MCAH) Agreement No. 202614 between the County of Inyo and the California Department of Public Health in the total amount of \$1,476,204 in State and Federal funding, including \$1,236,174 for California Home Visiting Program (CHVP) activities and \$240,030 for Maternal, Child and Adolescent Health (MCAH) activities, for the period of July 1, 2026 through June 30, 2029, contingent upon the Board's adoption of future budgets, and authorize the Health and Human Services Director and MCAH Director to sign all associated Agreement Funding Application, Policy Compliance, and Certification documents. Motion carried unanimously.

HHS – Behavioral Health Advisory Board Appointment

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to appoint Hayley Carter to an unexpired three-year term on the Behavioral Health Advisory Board ending June 30, 2029. Motion carried unanimously.

HHS-Behavioral Health – GHC Contract Amendment No. 2

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve Amendment No. 2 to the contract between the County of Inyo and GHC (Generations Health Care) of Upland SNF, LLC, DBA Heritage Park Nursing Center for the provision of Hospital Inpatient Psychiatric Services, increasing the contract amount by \$45,000 to an amount not to exceed \$147,000 for Fiscal Year 2025-2026, and authorize the Health and Human Services Director to sign. Motion carried unanimously.

Public Works – Yukon Fencing Co. Contract

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:

- A) Award the contract for the Independence Jail Fencing project to Yukon Fencing Co. Inc. of Bakersfield, CA as the successful bidder;
- B) Approve the construction contract between the County of Inyo and Yukon Fencing Co. Inc. of Bakersfield, CA in the amount of \$276,652.50, and authorize the Chairperson to sign; and
- C) Authorize the Public Works Assistant Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code section 20142 and other applicable laws.

Motion carried unanimously.

Public Works – Tecopa Campground Change Order No. 1

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to authorize the Inyo County Assistant CAO to execute Change Order No. 1 with D&J Electric Services LLC in the amount of \$7,250.00 for the temporary power connection required to energize the sewer lagoon aeration system. Motion carried unanimously.

Public Works – Air Compressor Purchase Order

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:

- A) Declare Quinn Power Systems a sole-source provider of an Atlas Copco Model XAS 185 KUBOTA T4F Air Compressor; and
- B) Approve a purchase order in an amount not to exceed \$34,571.86, payable to Quinn Power Systems for an Atlas Copco Model XAS 185 KUBOTA T4F Air Compressor.

Motion carried unanimously.

Sheriff – Duty Weapons Trade-In

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:

- A) Determine that inventoried duty weapons are no longer required for public use pursuant to Inyo County Code Section 6.28.040;
- B) Authorize the trade-in of duty weapons in the amount of \$59,603.00 to Bishop Defense of Meridian, ID; and
- C) Authorize the purchase of twenty-one (21) rifles with accessories for \$943.98 with trade-in.

Motion carried unanimously.

Public Works – Reinforced Concrete Box Culvert Purchase

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:

- A) Declare Core and Main of Selma CA, the successful bidder for the reinforced concrete box culvert, in accordance with Bid No. RD26-01; and
- B) Authorize the purchase order for the reinforced concrete box culvert in an amount not to exceed \$84,035.

Motion carried unanimously.

Public Works – Egan Civil, Inc. Contract

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

- A) Approve the contract between the County of Inyo and Egan Civil, Inc. of Palm Desert, CA for the provision of County Surveyor services in an amount not to exceed \$100,000.00 for the period of July 1, 2026 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign upon gathering of all signatures; and

B) Appoint Benjamin Egan, LS 8756, as the County Surveyor.

Motion carried unanimously.

*Public Works –
Preferred Septic and
Disposal, Inc. Contract*

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the contract between the County of Inyo and Preferred Septic and Disposal, Inc. of Bishop, CA, as a sole-source provider of Trash Disposal and Recycling Services for County facilities, in an amount not to exceed \$253,912.86 for the period of July 1, 2026, through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

*Public Works –
CrisisReadyLab LLC
Contract*

Moved by Supervisor Wadelton and seconded by Supervisor Marcellin to approve the agreement between the County of Inyo and CrisisReadyLab LLC of Denver, CO for the development of the Inyo County Evacuation Route Resilience Plan (ERRP) in an amount not to exceed \$228,830 for the period of May 26, 2026 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

*Water Department –
Owens River Water Trail
Final EIR and
Resolution #2026-20*

Water Department Mitigation Manager Larry Frelich provided a presentation and overview of the Environmental Impact Report (EIR) for the Owens River Water Trail project.

The Chairperson opened the public hearing at 11:54 a.m. and asked if there was anyone wishing to provide public comment. Comment was received from Michael Prather, Richard Potashin, Nancy Masters, and Lauren Rose, after which the hearing was closed at 12:02 p.m.

Moved by Supervisor Wadelton and seconded by Supervisor Roeser to:

- A) Certify the EIR and adopt required California Environmental Quality Act findings by approving and authorizing the Chairperson to sign Resolution No. 2026-20 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying the Final Environmental Impact Report on the Owens River Water Trail, Making Findings Related Thereto, and Adopting a Mitigation Monitoring and Reporting Program;"
- B) Approve the Mitigation Monitoring and Reporting Program; and
- C) Authorize staff to file a Notice of Determination.

Motion carried unanimously.

*Public Works-Roads
Department –
FY 26-27 Road
Maintenance and Rehab
Account Project List &
Resolution #2026-21*

Deputy Public Works Director Shannon Platt presented the item.

Supervisor Roeser requested the following corrections be made to the project list:

- Correct the transposed date provided for the anticipated construction timeline on Project No. 43; and
- Correct the location name under Project No. 39, where "Silverado Canyon" should be revised to "Silver Canyon."

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:

- A) Approve, with the above-noted corrections, Resolution No. 2026-21, titled, "A Resolution Adopting a List of Projects for Fiscal Year 2026-27 Funded by SB1: The Road Repair and Accountability Act of 2017," and authorize the Chairperson to sign; and
- B) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or their designee, to sign for the RMRA funding and all associated supporting documents.

Motion carried unanimously.

*Water Department –
Inyo County/Los Angeles
Standing Committee
Meeting*

Water Director Dr. Holly Alpert provided a brief overview of the agenda in preparation for the Inyo County/Los Angeles Standing Committee meeting scheduled for May 27, 2026, in Inyo County.

Public comment was received from Nor Baskevitch, Big Pine Paiute Tribe Environmental Director Sally Manning, Michael Prather, Santeena Pugliese, Lauren Rose, Milo Vella, and

Lone Pine Paiute-Shoshone Tribe Environmental Director Mel Joseph.

Recess/Reconvene

The Chairperson recessed the meeting at 12:50 p.m. for lunch and reconvened the meeting at 1:34 p.m. with all members present.

*Public Works –
Lone Pine Water Main
and Service Lateral
Project Plan*

Deputy CAO Meaghan McCamman, Public Works Deputy Director Ashley Helms, and Engineering Assistant Marc Lucas provided a presentation on Phase 1 of the Lone Pine Water Main and Service Lateral Project Plan and highlighted the critical need to coordinate this work with the grant-funded Lone Pine Streets Rehabilitation Project, which must be completed by 2028. Director Helms added that while parts of the Independence water system also need attention, Lone Pine is the priority to avoid disturbing newly paved roads and to reduce costs by consolidating the projects.

McCamman explained that over the last year, staff has worked with the California Water Resources Board to obtain a revolving loan to pay for water system infrastructure repair and replacement but recently learned they were unsuccessful in obtaining the funding. The Board previously approved a design service contract with Lumos, a self-imposed \$50,000 cap until funding is secured. She said that although some funds have been set aside for a major capital project, additional resources will be required to fully support the Lone Pine water system rehabilitation.

Helms estimated the total project cost at \$5.6-\$7.7 million and outlined funding challenges and potential options, including a USDA loan. Helms also recommended hiring a consultant to conduct a rate study to ensure Proposition 218 compliance, to determine whether a metered or flat-rate structure is most appropriate, and to analyze and consider whether consolidated maintenance of all three town water systems (Lone Pine, Independence, and Laws) would be a more cost-effective approach.

Auditor-Controller Amy Shepherd noted that any pursuit of loans must be discussed and approved by the Financial Advisory Committee.

Public comment was received from Nancy Masters.

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to: A) Remove the self-imposed limit of \$50,000 and increase the not to exceed amount to \$361,361.00 for the contract with Lumos for design work; B) Direct staff to continue to move forward with the project and whatever steps required to secure a loan with the USDA; and C) Direct staff to hire a consultant to conduct a rate study and initiate the PROP 218 process. Motion carried unanimously.

*CAO –
Rio Tinto Land Donation
Letter*

Deputy CAO Meaghan McCamman provided background on the lands that mining company Rio Tinto intends to donate to the National Park Service, noting that the property currently generates approximately \$34,000 in annual property tax revenue for special districts. She explained that the Southern Inyo Hospital District has been actively engaging with the offices of Representative Kevin Kiley, Senator Alvarado-Gil, and Assemblymember Tangipa, and that this outreach prompted Senator Alvarado-Gil and Representative Kiley to request a formal proposal outlining revenue-replacement and mitigation measures, essentially an equivalent, acre-for-acre land exchange.

Board members reviewed the draft letter and requested additional language in the concluding paragraph to reaffirm the County's request that an equivalent 3,209 acres of federal land be conveyed to Inyo County for private ownership.

Moved by Supervisor Wadelton and seconded by Supervisor Griffiths to approve a letter to the U.S. Department of the Interior requesting the Federal Government offset the permanent fiscal impacts associated with the proposed donation of approximately 3,209 acres of Rio Tinto-owned land to Death Valley National Park by releasing federal lands to Inyo County and authorize the Chairperson to sign. Motion carried unanimously.

**CAO-Personnel –
Food Cook Job
Description and
Establishment of Trainee
Classification**

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:
A) Establish the Food Cook Trainee Classification at Grade 1 (\$3,601.35-\$4,679.14/month);
B) Approve the job description for the Food Cook and Food Cook Trainee; and
C) Authorize Health and Human Services or the Sheriff's Department to hire at either the Food Cook or Food Cook Trainee level, depending on qualifications.
Motion carried unanimously.

**Public Works –
H.W. Lochner Agreement
Amendment No. 7**

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:
A) Amend the Fiscal Year 2025-2026 Geothermal Royalties Budget (010406) as follows: Increase appropriation in Operating Transfer Out (Object Code 5801) by \$7,000 (4/5ths vote required);
B) Amend the Fiscal Year 2025-2026 Wildlife Hazard Assessment Budget (630308) as follows:
• Increase estimated revenue in Operating Transfer In (Revenue Code No. 4998) by \$7,000, and
• Increase appropriation in Professional Services (Object Code 5265) by \$6,000, and
• Increase appropriation in External Charges (Object Code 5124) by \$1,000 (4/5ths vote required);
C) Approve Amendment No. 7 to the agreement between the County of Inyo and H.W. Lochner of Chicago, IL, increasing the contract to an amount not to exceed \$1,170,895, and authorize the Chairperson to sign; and
D) Accept the forthcoming Federal Aviation Administration grant for the Wildlife Hazard Assessment at the Bishop Airport.
Motion carried unanimously.

**Public Works –
Tartaglia Engineering
Agreement**

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:
A) Amend the Fiscal Year 2025-2026 Geothermal Royalties Budget (010406) as follows: increase appropriations in Operating Transfer Out (5801) by \$40,000 (4/5ths vote required);
B) Amend the Fiscal Year 2025-2026 Perimeter Fence Replacement Budget (630309) as follows:
• Increase estimated revenue in Federal Grant (Revenue Code No.4555) by \$4,100;
• increase estimated revenue in Operating Transfer In (Revenue Code No. 4998) by \$40,000;
• increase appropriation in Construction in Progress (Object Code 5700) by \$42,100; and
• increase appropriation in External Charges (Object Code 5124) by \$2,000 (4/5ths vote required);
C) Approve the agreement between the County of Inyo and Tartaglia Engineering of Pismo Beach, CA for the provision of airport engineering services in an amount not to exceed \$99,800 for the period of May 26, 2026 through June 30, 2027, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget, and authorize the Chairperson to sign; and
D) Accept the forthcoming Federal Aviation Administration grants for the Bishop Airport Perimeter Fencing Replacement Project.
Motion carried unanimously.

**CAO-Personnel –
ICEA Side Letter**

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the Side Letter between the County of Inyo and the Inyo County Employees Association and authorize the Chairperson to sign. Motion carried unanimously.

**CAO –
FY 25-26 Third Quarter
Financial Review**

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:
A) Accept the Fiscal Year 2025-2026 Third Quarter Financial Report as presented;
B) Approve the specific budget action items and recommendations discussed in the report, and represented in Attachments A & B (4/5ths vote required);
C) Authorize the County Administrator and Auditor-Controller to make any additional

year-end adjustments as may be necessary within each fund (*4/5ths vote required*);

- D) Approve the Preliminary Fiscal Year 2026-2027 Budget Calendar (Attachment C) in regard to the proposed dates for the Budget Hearings and adoption of the Final Budget;
- E) Direct the County Administrator and Auditor-Controller to prepare a modified rollover budget for the start of the Fiscal Year 2026-2027 and present it for approval on June 9, 2026; and
- F) Authorize the County Administrator and Auditor-Controller to transfer up to \$300,000, or an amount deemed appropriate based on year-end balances, from General Fund Contingencies to General Reserves before June 30, 2026, and to amend the Fiscal Year 2025-2026 Budget accordingly, if necessary (*4/5ths vote required*).

Motion carried unanimously.

Public Comment III

The Chairperson asked if there was anyone wishing to comment on items not included on the agenda and no one came forward.

Recess/Reconvene

Chairperson Orrill recessed the meeting at 3:27 p.m. to return to Closed Session and reconvened at 5:31 p.m. with all members present.

Report on Closed Session

County Counsel Vallejo said that no action was taken that is required to be reported by law.

Adjournment

The meeting was adjourned at 5:31 p.m. to 8:30 a.m. Tuesday, June 9, 2026, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: DAVID FRASER
Clerk of the Board*

by: _____
Darcy Israel, Assistant



INYO COUNTY BOARD OF SUPERVISORS

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DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-377

Big Pine Cemetery District Board of Trustees Appointments Clerk of the Board ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Reappoint Ms. Rosemarie Todd and Mr. Robert Vance each to an unexpired four-year term on the Big Pine Cemetery District Board of Trustees ending May 31, 2030.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board has appointing authority over the Big Pine Cemetery District Board of Trustees. Two of the five terms expired May 31. Per Board policy and state law, the pending vacancies were advertised and the trustees filling those seats were notified of the opportunity to reapply.

Two letters were received - from Ms. Rosemarie Todd and Mr. Robert Vance, both seeking reappointment.

FISCAL IMPACT:

There are no fiscal impacts associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decline to reappoint one or both interested parties and direct staff to reopen the recruitment period. Neither of these options is recommended, as both individuals have diligently served for many years and there could be problems establishing quorums.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel	Created/Initiated - 05/26/2026
Darcy Israel	Approved - 05/26/2026

John Vallejo
David Fraser

Approved - 05/26/2026
Final Approval - 05/26/2026

ATTACHMENTS:

1. Letter of Interest - Robert Vance
2. Letter of Interest - Rosemarie Todd

Robert C. Vance

May 25, 2026

Inyo County Board of Supervisors;

Honorable Board Members;

I have been a Big Pine resident for over 70 years and all of my family lives here. During that time I have been involved in most of the organizations that make Big Pine a wonderful place to live.

For the past few years, I have been appointed to the Big Pine Cemetery District Board. I have found this to be very interesting and rewarding, but my term has expired.

I would very much enjoy serving another term on the board since 16 of my family members reside in our cemeteries.

Thank you for your consideration.

Sincerely

A handwritten signature in black ink that reads "Robert C. Vance". The signature is written in a cursive style with a long, sweeping underline.

Robert C. Vance

disrael@inyocounty.us

May 19, 2026

Big Pine Cemetery District

I would like to continue my position on the Big Pine Cemetery District Board. This post has allowed me to serve the community of Big Pine in a historical capacity.

Respectfully submitted,

Rosemarie Todd

P.O. Box 631

Big Pine, California 93513

760 938-2911

toddrosemarie@gmail.com



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DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-389

Mt. Whitney Cemetery District Board of Trustees Appointment Clerk of the Board ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Appoint Mr. Joshua Reinig to an expired four-year term on the Mt. Whitney Cemetery District Board of Trustees ending May 31, 2027.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board of Supervisors is the appointing authority for the Mt. Whitney Cemetery District Board of Trustees. The Assistant Clerk of the Board was notified in late April that Mr. Mark Taylor had resigned from the board due to other obligations. Per Board policy and state law, the vacancy was advertised and a letter of interest was received from Mr. Joshua Reinig (attached).

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can decline to make this appointment and direct staff to reopen the recruitment period, but this is not recommended as the applicant is eager to serve and there is no guarantee another recruitment will be successful.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel	Created/Initiated - 05/29/2026
Darcy Israel	Approved - 05/29/2026
John Vallejo	Approved - 05/29/2026
David Fraser	Final Approval - 06/01/2026

ATTACHMENTS:

1. Letter of Interest - Joshua Reinig

May 27, 2026

Clerk of the Board
Board of Supervisors
County of Inyo
P.O. Box N
Independence, CA 93526



Dear Board Members:

Subject: Appointment to the Board of the Mt. Whitney Cemetery District

I would like to apply for the opening on the Board of Directors for the cemetery, term ending May 31, 2027. I am aware of the responsibilities involved and have skills that can be an asset with on-going projects.

I think I could be an asset to the cemetery district and would like to participate in their future plans.

Thank you for your consideration.

Sincerely,

Joshua Reinig

[Redacted contact information]



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DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-390

Bishop Rural Fire Protection District Board of Commissioners Appointments

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Reappoint Ms. Suzanne Butler and Mr. Donald Kunze each to a four-year term on the Bishop Rural Fire Protection District Board of Commissioners ending July 1, 2030.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board of Supervisors is the appointing authority for the Bishop Rural Fire Protection District Board of Trustees. Two of terms are set to expire on July 1. Per Board policy and state law, the impending vacancies were advertised and two letters of interest were received - from Ms. Suzanne Butler and Mr. Don Kunze both seeking reappointment.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may decline to make one or both appointments, and direct staff to reopen the recruitment period.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel	Created/Initiated - 05/29/2026
Darcy Israel	Approved - 05/29/2026
John Vallejo	Approved - 05/29/2026
David Fraser	Final Approval - 06/01/2026

ATTACHMENTS:

1. Letter of Interest - Donald Kunze
2. Letter of Interest - Suzanne Butler

May 21, 2026
Donald Kunze

Inyo County Board of Supervisors
P.O. Drawer N
Independence, CA93526

Honorable Supervisors,

It has been an honor to have been selected by you to serve the past four years on the Bishop Rural Fire Protection District Board of Trustees. In that time, I have participated in the hiring of current BVFD Chief, overseeing the purchase of equipment including a new ladder truck primarily funded by a federal grant, while meeting the ongoing challenges of supporting, maintaining and aiding in the recruiting of Volunteer Firefighters into the ranks of the Bishop Volunteer Fire Department. We are now continuing to look into the feasibility of expanding the Rural Fire Protection District to include local communities outside our district but in our area of influence who are requesting that they be annexed into the BRFPD. I strive to keep our operations within existing budgets with no additional increases in fees or taxes to the people of Inyo County or those specifically within our service area. This is all done while working with the City of Bishop with whom we share oversight of the Bishop Volunteer Fire Department.

We have maintained and, in some areas, increased our services to our community. State mandated fire inspections are now done in house with the addition of a Paid Assistant Chief position who along with other duties oversees this critical need to keep us in compliance with state law. Two paid Captain positions have been added to assist with all station activities along with enhancing our response time to calls. Firefighter training has been improved and we now participate in County wide mutual aid training such as was conducted at the Bishop Airport simulating a multi casualty incident plane crash incident. We are always striving to meet the critical needs of our community and as a commissioner, it is my challenge to make available the support needed to meet this goal while staying within our budget. This has been challenging, but rewarding work and I have enjoyed and been honored to have the opportunity to be a part of it.

As my current term expires on June 30, 2026, I am requesting reappointment to another four-year term on the BRFPD Board. It is my hope that you have been well served by my past 4 years of service and that I will be allowed to continue to work in the best interest of the Volunteer Firefighters, the citizens of Inyo County who we serve and help maintain the Bishop Rural Fire Protection District as a great Volunteer firefighting organization it has been for over 100 years.

Again, thank you for the opportunity to serve this past four years. I hope that you allow me the honor of continuing that service for the next four years.

Sincerely,

Don Kunze

May 14, 2026

Clerk
Inyo County Board of Supervisors
PO Drawer N
Independence, California 93526

Dear Board members.

I, Sue Butler, am submitting this letter of interest in reapplying for my four-year term on the Bishop Rural Fire Protection District Board of Commissioners ending July 1, 2026. I have served on this Commission since appointment on 10/9/2018.

I was born in Bishop and attended schools here until graduation from Bishop Union High School in 1965. I then returned to Bishop in 1986 where I have resided at 2523 Sunrise Drive since that time. My family has lived in the Owens Valley for four generations and I have always been interested in helping citizens that live in this rural county obtain the services that they need and deserve.

While I did not have fire protection experience when I initially applied I had served on several volunteer boards and worked as a nurse in Public Health in Inyo County for 15 years. In my capacity as a nurse manager for public health our department worked collaboratively with emergency services in Inyo County including with the various Fire Departments. These collaborations included shared trainings on Blood Borne pathogens during emergency response, Immunizations for emergency responders, and disaster preparedness drills.

I was also a volunteer member of the Bishop Union High School Board of Trustees for nine years. Our responsibilities included setting the vision and goals for the district; adopting policies that gave the district direction to set priorities and achieve its goals; hiring and evaluating the superintendent; adopting and overseeing the annual budget; and managing the collective bargaining process for employees of the district.

In the last 7 years I have learned so much from the Fire Chiefs and their staff in the day to day operations of the fire department, future financial needs ,and the collaborative work needed with the city of Bishop to accomplish these goals.

I feel that I have contributed needed skills in the last 7 years serving on the commission and strive to work as a team member to solve problems and to make objective and fair decisions that will benefit the district.

I appreciate your consideration for this appointment,

Suzanne Butler

[REDACTED]
[REDACTED]
[REDACTED]



INYO COUNTY BOARD OF SUPERVISORS

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DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-386

Contract for Legal Services - General Labor and Employment Advice and Representation

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

- A) Declare Atkinson, Andelson, Loya, Ruud & Romo a sole-source provider for Legal Services - General Labor and Employment Advice; and
- B) Approve the contract between the County of Inyo and Atkinson, Andelson, Loya, Ruud & Romo for the provision of Legal Services - General Labor and Employment Advice, for an amount not to exceed \$420,000 for the term July 1, 2026 through June 30, 2027, contingent upon the Board's adoption of the Fiscal Year 2026-2027 Budget, and authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

Atkinson, Andelson, Loya, Ruud & Romo is a professional law firm that provides the County with advice and representation in specialized employment and labor law matters. Their expertise includes handling complex legal issues such as employment discrimination, labor relations, workplace policies, compliance with employment laws, and dispute resolution. Their experienced attorneys offer strategic guidance and support to ensure the County's legal interests are protected and aligned with best practices in employment and labor law.

Atkinson, Andelson, Loya, Ruud & Romo's proven track record and specialized knowledge in both employment and labor law make them well-equipped to continue providing comprehensive legal support to the County.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010800
Budgeted?	No, although it will be requested and is likely to be approved in the upcoming 2026/2027 budget.	Object Code	5262
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

Atkinson, Andelson, Loya, Ruud & Romo is a professional law corporation that has successfully provided the County with advice and representation in specialized employment and labor law matters. Their extensive historical knowledge and deep understanding of our policies and practices are crucial for providing consistent and effective representation in this specialized area. Their long-standing relationship with Inyo County enables them to navigate complex legal landscapes efficiently, ensuring that our interests are always well-protected.

Current Fiscal Year Impact

N/A

Future Fiscal Year Impacts

This contract is contingent upon the Board’s approval of future budgets. Although the agreement authorizes expenditures of up to \$420,000, it is uncommon for spending to reach the full contract amount in any given fiscal year.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to approve the agreement with Atkinson, Andelson, Loya, Ruud & Romo and direct staff to find other legal counsel to assist the County in these matters, or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature, and the extensive amount of time and resources, required for these legal services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Quality County Employees
High-Quality Services I High-Quality County Government Services

APPROVALS:

Keri Oney	Created/Initiated - 05/29/2026
Darcy Israel	Approved - 06/01/2026
Keri Oney	Approved - 06/01/2026
Amy Shepherd	Approved - 06/01/2026
John Vallejo	Approved - 06/01/2026
David Fraser	Final Approval - 06/01/2026

ATTACHMENTS:

1. AALRR Contract 2026-2027
2. AALRR Sole Source Request - 5.2026

**AGREEMENT BETWEEN COUNTY OF INYO
AND Atkinson Andelson Loya Ruud & Romo
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Atkinson Andelson Loya Ruud & Romo (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in herein. Requests by the County to the Contractor to perform under this Agreement will be made by Keri Oney, Assistant Personnel Director, or their designee. 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 that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have 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.

1.2. Defense Counsel Standards

Contractor shall provide the following services pursuant to the terms of the Agreement and to the terms outlined in **Attachment D**, Defense Counsel Standards, which is incorporated herein by reference.

1.3. Tasks and Deliverables

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

In the event County requests Contractor to perform litigation work, such work shall adhere to PRISM Liability Defense Counsel Standards (attached).

2. TERM

The term of this Agreement shall be from Wednesday, July 1, 2026 to Wednesday, June 30, 2027 unless sooner terminated as provided below.

3. CONSIDERATION

3.1. Payment Terms

- A. Compensation. County shall pay to Contractor in accordance with the **Schedule of Fees** set forth in herein for the services and work described in the **Scope of Work** which are performed by Contractor at the County's request.
- B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$420,000.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- D. Federal and State taxes.
 - i. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
 - ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
 - iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
 - iv. The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To

facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

3.2. Schedule of Fees

1. COMPENSATION

Partners/Of Counsel: \$405 to \$510, depending on years of experience and expertise.

Associates: \$315 to \$380 (depending on years of experience)

Law Clerks/Paralegals: \$225

Transcription (if requested for investigations): \$85

Travel Time to be Billed at 50% of Hourly Rate

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

2. INCIDENTAL EXPENSES

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

- A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which

are required to perform the services identified in the **Scope of Work**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in the **Scope of Work**, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in the **Scope of Work**. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

7. COUNTY PROPERTY

- A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are 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.
- 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. MINIMUM INSURANCE REQUIREMENTS

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:

8.1. 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.

8.2. 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. (*Coverage requirement applies only when providing legal services in person at County facilities*)

8.3. 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.

8.4. 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.

8.5. Contractor Broader Coverage

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

8.6. 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 general liability 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.

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.

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

- A. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- C. 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.

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.

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 the **Scope of Work**, Contractor has no authority to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of the County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

10. DEFENSE AND INDEMNITY

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 negligent 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 and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.
- B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by Contractor. Further, County has the right 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.

The parties to this Agreement agree that all federally funded purchases shall follow federal procurement requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR section 200 *et. seq.*). Contractor agrees to adhere to all applicable Federal, State, and local laws and regulations in Contractor's performance of this Agreement.

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, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract any part of this Agreement without the written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the written consent of County.

15. DEFAULT

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

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 direct or indirect interest which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement not to seek or accept any employment with any entity which, 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 shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

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

23. NOTICE

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

County of Inyo:

Personnel
224 N. Edward's St Independence CA, 93526

Contractor:

Atkinson Andelson Loya Ruud & Romo
12800 Center Court Drive, Suite 300, Cerritos, CA 90703

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.

For Inyo County

Signed by:

John Vallejo

DB92A4FA96C1495...

SIGNATURE

John Vallejo

FULL NAME

5/29/2026

DATE SIGNED

County Counsel

TITLE

Signed by:

Aaron Holmberg

E921B073F8A2426...

SIGNATURE

Aaron Holmberg

FULL NAME

5/29/2026

DATE SIGNED

Risk Manager

TITLE

Signed by:

Kortni Girardin on behalf of Amy Shepherd

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SIGNATURE

Kortni Girardin on behalf of Amy Shepherd

FULL NAME

5/29/2026

DATE SIGNED

Auditor-Controller

TITLE

Signed by:

Keri Oney

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SIGNATURE

Keri Oney

FULL NAME

5/29/2026

DATE SIGNED

Assistant Personnel Director

TITLE

For Contractor

DocuSigned by:

Irma Rodriguez Moisa

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SIGNATURE

Irma Rodriguez Moisa

FULL NAME

6/1/2026

DATE SIGNED

Partner

TITLE

SIGNATURE

Trina Orrill

FULL NAME

DATE SIGNED

Board Chairperson

TITLE

Exhibits List

A - HIPAA Business Associate Agreement

D - PRISM Defense Counsel Standards

Exhibit A

HIPAA Business Associate Agreement

COUNTY OF INYO

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made by and between the County of Inyo, referred to herein as Covered Entity ("CE"), and IRMA RODRIGUEZ MOISA of Atkinson, Andelson, Loya, Ruud & Romo referred to herein as Business Associate ("BA"). This Agreement is effective as of July 1, 2027 (the "Agreement Effective Date").

RECITALS

CE wishes to disclose certain information to BA, 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 in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

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

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPM 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 HIPM 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)(?); 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)4; 5 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 GE'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

GE'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 HIPM, 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 HIPM, 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

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Print Name: _____

Print Name: _____

Exhibit D

PRISM Defense Counsel Standards



**LIABILITY DEFENSE
COUNSEL
STANDARDS**

I. INTRODUCTION

Public Risk Innovation, Solutions, and Management (“PRISM”) has established the following Standards for Defense Counsel to follow in representing PRISM’s member entities and/or the entity’s employees in claims and lawsuits asserted against the entity and/or its employees.

Each PRISM member entity (hereafter “Member Entity” or “Member Entities”) has a self-insured retention, which can vary in amount from year to year. Each Member Entity also purchases from PRISM excess insurance above their self-insured retention. The amount of the excess limits also varies from year to year.

Representatives of PRISM, each Member Entity, and Defense Counsel function as a team. The Member Entity understands that as the attorney of record, Defense Counsel has a duty to provide the Member Entity and any assigned individually named defendants with appropriate representation. Defense Counsel should work directly with the Member Entity¹ and PRISM staff to obtain appropriate approvals and authority throughout the matter. It is critical that the Member Entity and PRISM staff be kept informed of all developments in the matter. All significant legal strategy and other important decisions must be raised with appropriate advance notice and discussed with the Member Entity and PRISM staff before any substantive decision is made.

Please note that PRISM may decide to waive or modify some or all of the below Standards as the situation requires. However, Defense Counsel is expected to adhere to the Standards as written, unless specifically exempted from any of them in writing.

II. GENERAL EXPECTATIONS OF DEFENSE COUNSEL

Defense Counsel hourly rates are approved by the Member Entity. Questions regarding rates or rate adjustments should be raised directly with the person so designated at the Member Entity.

The Defense Counsel who is assigned to the case is responsible for the supervision of all partners, associates, and paralegals on their litigation team. To ensure efficient case handling, no more than two (2) attorneys and one (1) paralegal may be assigned to work on any one file absent unusual circumstances. Any requests to use additional staffing must be approved in writing by the Member Entity prior to adding or changing personnel on a particular case. The Member Entity should not be billed for costs and fees associated with new personnel learning about a particular case (see Section XII.F., Disallowed Charges).

Member Entity will typically only pay for one (1) attorney from a firm to attend trials, court appearances, depositions, interviews, conferences, and meetings. If Defense Counsel

¹ Member Entities may have in-house claims staff handle claim, utilize a Third-Party Claims Administrator (TPA) to handle claims, or utilize a combination of both in-house claims staff and a TPA. All references to Member Entity or Member Entities hereafter refer to all claims staff involved in a particular claim.

believes additional attorneys are needed to attend an event, then Defense Counsel must obtain written authorization from Member Entity and/or its representative in advance of such an event occurring.

Defense Counsel firms must carry Errors & Omissions Insurance with limits, per individual attorney, of at least \$2,000,000 per claim and \$5,000,000 in the aggregate. Certificates of Insurance must be provided to Member Entity on an annual basis no later than July 1st of each year.

III. CASE ASSIGNMENT AND DEFENSE STRATEGY

A. Case Assignment

Cases are assigned to specific attorneys in the Defense Counsel firm and/or Member Entity's legal department and shall not be reassigned to others without the prior written approval of the person responsible for overseeing defense counsel at the Member Entity. Upon receipt of a new case assignment, Defense Counsel must send an acknowledgement of the assignment to the person responsible for overseeing defense counsel at the Member Entity.

The litigation philosophy of the Member Entity is to defend against non-meritorious claims and lawsuits, and to resolve as soon as is practical claims and lawsuits where liability is reasonably clear. The Member Entity want the defense attorneys to take a proactive approach to defending cases, meaning that once an assignment is received, Defense Counsel should direct their efforts towards collecting and analyzing necessary information about the case so as to assess and resolve cases at the earliest possible stage. Defense Counsel is then expected to provide the Member Entity with a realistic evaluation of the case and an appropriate litigation plan and budget. Defense Counsel should not simply be reactionary to the opposing side or to case developments, but should instead actively gather the information necessary to evaluate the case.

To provide the best defense strategy possible, the Member Entity expects Defense Counsel to master the facts, circumstances, and legal issues as soon as possible and to prepare a litigation plan that details the specific objectives Defense Counsel intends to achieve. The litigation plan should take into consideration the fact that in some cases a more streamlined approach to discovery and investigation may be appropriate to help achieve an early resolution, whereas other cases require a more in-depth approach. As the case progresses, Defense Counsel is expected to reevaluate the defense position, particularly as new facts, legal issues, or other matters are discovered.

B. Tenders of Defense

Throughout the life of a case, Defense Counsel must determine whether there are responsible parties in the case, other than Member Entity, or whether Member Entity was named as an additional insured on any applicable insurance policy by any entity, in order to make appropriate and timely tenders of defense.

Defense Counsel should identify other responsible parties, including insurance companies, as soon as is practicable. The possible tender of defense to that party should be discussed with the Member Entity as soon as is practicable. Tender letters should demand a written response within twenty (20) days and Defense Counsel is expected to follow up on all tenders.

C. Member Entity Employees as Defendants

It is expected that upon receipt of the defense assignment in a case where Defense Counsel is assigned to represent the Member Entity and a Member Entity employee, Defense Counsel will immediately ascertain facts necessary to determine if there is a conflict, or potential conflict, which may preclude Defense Counsel from jointly representing all Member Entity related defendants. The Member Entity will assign separate Defense Counsel to those individual defendants for whom separate counsel is deemed appropriate.

Defense Counsel is expected, consistent with the Rules of Professional Conduct, to facilitate cooperation with separate counsel for individual defendants wherever possible, so as to maximize success for all defendants and avoid unnecessary duplication of work.

If at any time during the litigation a conflict of interest develops between or among any of the Member Entity's jointly represented defendants, the conflict must be immediately disclosed to the person responsible for oversight of defense counsel at the Member Entity.

Defense Counsel is required to develop a plan to obtain dismissal of individually named Member Entity's employees. Such strategy should be discussed with the Member Entity. It is not appropriate to secure dismissal of an individual defendant through an agreement to substitute the Member Entity as a named defendant. If a dismissal of an individually named defendant is obtained, Defense Counsel must obtain in writing the individual's agreement to continue to cooperate with the defense of the case after his or her dismissal. A copy of the written agreement must be provided to Member Entity.

D. Miscellaneous

Defense Counsel may not accept service on behalf of the Member Entity or its employees, absent prior express approval.

IV. DEFENSE REPORTING REQUIREMENTS

Reporting by Defense Counsel is an extremely important part of the litigation management process. Defense Counsel needs to report on all significant developments as they occur, including newly discovered information. When reporting, correspondence (either letters or emails) should be directed to the person at the Member Entity who is designated to receive such reports with copies to the entity's excess insurer, PRISM.

Reports should be concise and analyze the relevant facts and law. Each report in which factual development is being summarized should also contain an updated analysis of the case explaining how the newly learned information impacts the legal assessment. If the report contains a summary of information pertaining to damages, then the report should contain an updated assessment of the damages exposure in the case. The updates should also briefly summarize the strengths and weaknesses of the plaintiff's case.

A. Specific Reports

Defense Counsel is required to provide the following reports either via correspondence or email. All such reports should be marked "Attorney-Client Privileged Communication."

- Immediately upon receipt of defense assignment, a written acknowledgment of receipt of the assignment of the case for defense handling.
- A written initial case evaluation and litigation budget within sixty (60) days of receipt of the assignment.
- A written status report every ninety (90) days during the litigation or as warranted by new case developments.
- A written Defense Evaluation summarizing the facts, the liability aspects of the case, the claimed damages, and Defense Counsel's thoughts regarding the settlement value of the case at least thirty (30) days before a mediation, settlement conference, or any other event during which potential settlement of the case will be discussed.
- A written Defense Evaluation at least forty-five (45) days prior to the first day of trial.

B. Topics to Include in Initial Case Evaluation

The following topics should be included, under separate headings, in the initial case evaluation:

- Pleadings – Identify the court and filing date, all parties and their attorneys, provide a brief evaluation of the opposing attorney, and

- list the causes of action alleged against each Member Entity defendant.
- Factual Background – Briefly summarize all file materials reviewed, relevant history, and any other pertinent documents used by Defense Counsel to develop the factual background of the case. This should include, but is not limited to, the following:
 - Information about actual or potential co-defendants and their counsel
 - Age, education, employment status, and marital/family status of the plaintiff(s)
 - Age, education, employment status, and marital/family status of all individual defendants
 - A summary of all witness interviews conducted
 - A summary of all relevant documents reviewed
 - Liability Analysis – Provide an opinion on potential liability including a review of any statute of limitations issues, an analysis of the likelihood of success as to each of the causes of action alleged, and a description of applicable affirmative defenses.
 - Strength and Weakness Analysis – Summarize the strengths and weaknesses of the plaintiff's case.
 - Discovery Plan – Provide a summary of the discovery Defense Counsel anticipates conducting in the case and the reason for it.
 - Motion Practice – Describe any motion practice Defense Counsel anticipates.
 - Damages – Provide any known information on potential general and special damages.
 - Settlement History and Potential for Early Resolution – Provide a summary of any prior settlement discussions and/or discuss any thoughts regarding early settlement including the use of statutory offers to compromise.
 - Likelihood of Success – Provide a low, medium, and high range of expected verdicts if the plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range.
 - Attorneys' Fees – If the plaintiff(s) can recover fees, provide an estimate of the fees Defense Counsel expects the plaintiff(s) has incurred to date, as well as what is expected to be incurred through trial. Also provide an estimate of future defense attorneys' fees and costs.
 - Litigation Timeline – Describe the anticipated litigation timeline for the matter.
 - Experts and Consultants – Identify the types of experts and/or consultants needed and the name and expertise of any experts and/or consultants Defense Counsel suggests retaining.

C. Budget Report

A Budget Report is required for each case on which Defense Counsel is retained. Although budgets are intended to be estimates of the scope, cost, and duration of a matter, the Member Entity will rely on these reports in setting adequate reserves. An initial budget report must be submitted to the Member Entity's person responsible for oversight of defense counsel within sixty (60) days of assignment of the case. If Defense Counsel becomes aware of any changes to the budget estimate, an Updated Budget Report should be provided immediately.

The Budget Report should include attorneys' fees and cost estimates for the following areas: 1) Initial Pleadings; 2) Factual Investigation (including discovery, review of subpoenaed records, witness interviews, and depositions); 3) Law and Motion; 4) Alternative Dispute Resolution; 5) Experts (includes expert fees for record review, deposition, and trial, and fees and costs incurred by Defense Counsel in taking and defending expert depositions); 6) Pre-Trial Preparation; and 7) Trial.

D. Defense Evaluation Report

The Defense Evaluation Report is designed to provide the reader the best and most current information on a litigated matter prior to any mediation, settlement conference, arbitration, or trial. The report must be provided to Member Entity and PRISM at least thirty (30) days before the mediation, settlement conference, arbitration, or start of trial or, in any event, promptly upon request by PRISM.

The following headings should be used in the Defense Evaluation Report. A brief description of what is expected under each heading is set forth after the name of the heading below.

- Plaintiff(s) and Defendant(s) – Identify each plaintiff and defendant by name. Describe the age, education, relevant employment history, and the role in the case of each individual. Also, describe the witness potential of each Plaintiff and each individual Defendant, including Defense Counsel's opinion as to how each will be viewed by a jury.
- Claims – Provide a summary of all claims asserted by each Plaintiff against each Defendant.
- Actual or Potential Co-Defendants and Cross-Defendants – Identify each co-defendant/cross-defendant and the causes of action asserted against each of them. Also identify any other potential parties and the causes of action that could be asserted and explain why contribution has not been pursued.

- Factual Background – Provide a summary of facts pertinent to the case.
- Percipient Witnesses – Identify each percipient witness to be called by each party, their affiliation (if any) with the Member Entity, and Defense Counsel’s opinion regarding how they will be viewed by a jury.
- Expert Witnesses – Describe the expected testimony and opinions of the experts for all parties. If Plaintiff(s) have not yet disclosed experts, describe their anticipated testimony and opinions.
- Liability – Provide a thorough discussion of the critical liability issues, including the Plaintiff’s theories and the Member Entity’s defenses, whether the Plaintiff was comparatively negligent and the liability of all actual and potential Defendants. If applicable, this section should include discussion about the likelihood of success of affirmative defenses, statutes of limitations issues, mitigation, and immunities to be raised through summary judgment or trial. Also, include a reasonable prediction of which party(ies) are likely to prevail on which claims at trial and a probability of an overall defense verdict.
- Special Damages – Provide a summary of the critical damages issues including an analysis of the amount and type of special damages the Plaintiff(s) will claim and an analysis of whether these damages are appropriate. This analysis should reflect what you expect the Plaintiff(s) will attempt to “blackboard” and provide a likelihood of success on each item of special damages you expect to be claimed. If there is a claim for past or future lost earnings, please include dates of birth, life and work life expectancies, mitigation and off-set issues, and analysis regarding lost retirement benefits.
- General Damages – Discuss the Plaintiff’s general damages claim including an analysis of what facts support or detract from a general damages award. Provide Defense Counsel’s estimate of a likely general damages award.
- Punitive Damages – Identify who a punitive damages claim is alleged against, analyze the Plaintiff’s likelihood of success in obtaining such an award, and provide an estimate of what you expect such an award might be. The Member Entity is immune from punitive damages under California Government Code Section 818.8, but individually named Defendants are not immune. Discuss Defense Counsel’s plan for handling the punitive damages aspect of the case.
- Injunctive/Equitable Relief and Non-Monetary Damages – If the Plaintiff is seeking such relief, provide Defense Counsel’s analysis regarding their likelihood of success on such a claim.
- Attorneys’ Fees and Costs – In cases involving claims based upon statutes authorizing fees, such as employment and civil rights cases, provide an estimated calculation of the Plaintiff(s)’ attorneys’ fees and costs to date, as well as Defense Counsel’s anticipated amount through trial.

- Settlement Discussions/Demand – Report on any settlement discussions with opposing parties including any CCP Section 998 or Rule 68 Offers to Compromise.
- Trial/Settlement Conference/Mediation Information – Provide the dates, times, and locations for any scheduled trial, settlement conference and/or mediation. Please also provide the estimated length of trial and a brief outline of expected defense fees and costs through the conclusion of trial.
- Case Evaluation – Summarize the overall position of the case (strengths and weaknesses of the Plaintiff’s case) and make recommendations regarding a resolution or continued defense of the case. Provide a low, medium, and high range of expected verdicts if the Plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range. Provide Defense Counsel’s recommendations regarding an appropriate settlement range.
- Conclusion – Provide any additional thoughts not expressed above and identify additional work that needs to be completed.

V. PLEADINGS

A. Responsive Pleadings

Defense Counsel should review the Complaint for possible Demurrer/Motion to Dismiss or Motion to Strike based on governmental or other statutory immunities and make recommendations to the Member Entity. Defense Counsel must obtain authority from the Member Entity before filing any motion including, but not limited to a Demurrer, Motion to Dismiss, Motion for Judgment on the Pleadings, or Motion to Strike. Defense Counsel must provide to the Member Entity a final copy of the points and authorities in support of, in opposition to, or in reply to any motion filed in the case.

B. Cross-Complaints

Consider in every case whether a Cross-Complaint is necessary or appropriate. Defense Counsel must obtain approval from the Member Entity prior to filing a Cross-Complaint and a copy of the Cross-Complaint must be provided to Member Entity after filing.

C. Law and Motion/Research

Appropriate pre-trial motions are encouraged when they can result in the early conclusion of the case or reduce triable issues. Defense Counsel is selected for their expertise in their particular areas of practice; therefore, the Member Entity does not expect to be billed for basic research in the practice area. All attorney or paralegal research time in excess of five (5) hours per case must be preapproved by the Member Entity.

VI. DISCOVERY

Defense Counsel should refrain from conducting discovery that amounts to abuse. It is critical that Defense Counsel be aware of the facts concerning relevant documents and their availability, including electronically stored information, and to properly preserve and assert appropriate privileges.

In addition, Defense Counsel shall conduct a thorough investigation, working with Member Entity's Defense Counsel Liaison to ensure that all persons with relevant information are identified and contacted, and shall conduct a thorough search for all relevant documents, ensuring that all reasonable leads are followed. Defense Counsel shall also determine what electronically stored information has been preserved, if any, where it is located, whether the information is securely stored, and confirm the chain of custody. Defense Counsel needs to understand the basics of the information systems where relevant electronically stored information resides. It is important to resolve any issues regarding production of electronically stored information early in discovery, including forms of production and what is not reasonably accessible.

When providing discovery responses, Defense Counsel should consider potential evidentiary issues at trial, including the possibility of limiting instructions based upon the failure to produce requested documents. Potential discovery problems should be raised with Member Entity immediately. Counsel must notify the Member Entity of any motion to compel and/or request for sanctions against the Member Entity and/or Defense Counsel, and provide a copy of any such motion, request, or order.

A. Interrogatories and Requests for Admission and Documents

At the beginning of each case, Defense Counsel should send form discovery requests and, if appropriate, special interrogatories and requests for admission to the Plaintiff. Upon receiving responses, Defense Counsel should provide a written summary of the relevant responses.

Upon receiving discovery requests in a case, Defense Counsel should immediately provide the requests to the Member Entity. Defense Counsel should then: 1) identify appropriate objections; 2) review all documents requested to determine if any privileges are applicable; 3) prepare draft responses with the information available to Defense Counsel at that time; 4) identify requests that require additional information from Member Entity employees; 5) meet with Member Entity employees, as needed, to assist in formulating responses or gathering and reviewing documents; and 6) prepare the responses in final form and forward to the Member Entity for approval and verification. It is important to finalize discovery responses sufficiently in advance of the due date to allow time to obtain the necessary verifications.

B. Depositions

The Member Entity must be given advance notice of all depositions that occur in a case. Generally, the approved trial attorney is encouraged to take or defend the depositions of the Plaintiff, any individually named Member Entity Defendants, critical witnesses, and experts.

It is expected that Defense Counsel will thoroughly prepare Member Entity's Defendants and witnesses. This includes providing them with general background relating to the deposition process, information regarding the significance of their testimony and demeanor, and prepare them for questions regarding the facts of the case. It is not appropriate to wait until the day of the deposition to prepare the witness to testify.

If Defense Counsel believes that a deposition should be video-taped, Counsel must obtain authorization from the Member Entity before scheduling a video-taped deposition.

C. Damages Defense

Defense Counsel should use any forms of discovery to fully develop and verify all claimed economic damages, including a review of all available collateral sources such as: 1) private health insurance; 2) workers' compensation; 3) Medicare/Medi-Cal (even if inadmissible); 4) income replacement sources; 5) Social Security and Supplemental Social Security; and 6) other available jobs the Plaintiff could have pursued (for mitigation).

In litigated cases involving complex economic damages, assistance of economic experts may be appropriate. Prior to trial, a decision to not present a damage defense must be discussed with and approved by Member Entity.

VII. EXPERT REVIEWS AND WITNESSES

At the outset of each case, Defense Counsel should evaluate what areas of expert testimony may be needed to assist in the defense of the case and should, at the earliest possible time, determine whether expert witnesses need to be retained and advise Member Entity regarding same. Evaluations conducted by defense experts should be completed early enough in the case where they can assist Defense Counsel in evaluating the liability and damages issues in the case.

Requests to consult with or retain expert witnesses and/or conduct Independent Medical/Psychological Examinations should be discussed with the Member Entity and authorization obtained before retention.

If at all possible, if there is more than one defendant in a case, the sharing of experts should be explored wherever practical and in the best interests of the Member Entity. A

decision to share experts should be made in writing to ensure the availability of such experts in the event a Co-Defendant is dismissed or settles.

Once it has been decided to use an outside expert, Defense Counsel is expected to:

- Contact the proposed expert to determine the expert's willingness to conduct the review or examination.
- Obtain an estimate regarding the amount of time that will be required for the review or examination. If time is subsequently expected to exceed the initial estimate, then Defense Counsel must obtain an updated estimate.
- Obtain the hourly rate and obtain approval from the Member Entity regarding the rate requested.
- Confirm the agreement on fees and costs with the expert in writing.
- Provide all relevant records to the expert.
- Instruct the expert not to prepare a written report before discussion with Defense Counsel. At that time, counsel should determine if a written report is necessary.

After receiving billing from an expert, Defense Counsel shall review the bill. Any inconsistencies should be discussed with the expert. Defense Counsel is not authorized to advance expert fees unless prior approval has been obtained from the Member Entity.

When formal disclosure of expert witnesses is required, Defense Counsel should provide the Member Entity with a copy of the disclosure, as well as any disclosures provided by other parties in the case. Any retention and disclosure of supplemental witnesses must be discussed with the Member Entity before the supplemental disclosure occurs.

VIII. TRIAL PREPARATION

As soon as a trial date is assigned, Defense Counsel should notify in writing all witnesses, the Member Entity, and PRISM of the date, time, and location of the trial. Defense Counsel should advise the witnesses whether their attendance is necessary on the first day of trial and coordinate the scheduling of testimony with the witnesses.

Defense Counsel should timely provide information on the judge assigned for trial. The decision to challenge a judge can only be made by the Member Entity and will require an analysis of other potential judges that could be assigned. Any request to waive a jury must also be discussed with and approved by the Member Entity.

In advance of trial, Member Entity witnesses should be well prepared by Defense Counsel to testify, including familiarity with any prior statements of testimony made by them or others pertaining to them. Witnesses should also be prepared regarding likely cross-examination, personal demeanor, how to "connect" with the jury, and appropriate dress. If witnesses are being asked about documents, they should be instructed on the foundation for the admissibility of documents, so they can understand why they are being asked certain questions.

Questions about important objections or issues to be raised in motions *in limine*, trial briefs, or other pleadings, should be discussed with the Member Entity before trial.

IX. TRIALS

Unless previously approved by the Member Entity, only one attorney may try a case on behalf of the PRISM.

Attendance at trial by the proper representative from Member Entity is critical to the successful defense of cases. It is important to identify and propose to the Member Entity well in advance of trial an appropriate trial representative.

During trial, Defense Counsel is expected to provide brief daily email updates, including an assessment of the jury, the Court, and the testimony of witnesses and experts. As significant developments occur, more detailed updates should be provided. Any settlement offers must be conveyed immediately.

If requested, Defense Counsel shall provide a post-trial report. After the trial has concluded, Defense Counsel is expected to make recommendations to the Member Entity on appropriate post-trial motions or appeals. Any agreement to waive costs in exchange for an agreement not to appeal must be authorized by the Member Entity. The Member Entity's policy is to pursue costs and attorneys' fees when awarded. Defense Counsel shall report on the amount of costs and fees awarded and provide an assessment of the financial resources and ability of the Plaintiff to pay the award.

X. WRITS AND APPEALS

Following trial, Defense Counsel shall consult with the Member Entity regarding appropriate post-trial motions and appeals. All petitions for writs of mandate must be authorized by Member Entity.

XI. SETTLEMENTS

Defense Counsel is encouraged to explore the settlement of cases informally with opposing counsel early in the litigation after obtaining the appropriate authorization. Member Entity also encourages mediations and participation in voluntary settlement. Approval to mediate a case must be given by the Member Entity. A representative from the Member Entity will attend mediations and mandatory settlement conferences on behalf of the Member Entity.

Defense Counsel may not enter into negotiation, agreement, or binding settlement without first obtaining the appropriate authorization from the Member Entity. Settlements over a certain amount are contingent upon approval by the Member Entity's board, PRISM, and potentially reinsurers. In cases in which the potential settlement will exceed the entity's self-insured retention, the entity will need to obtain authority from PRISM in advance of any settlement discussions. The need to obtain approvals from an entity's Board and/or PRISM should be communicated to the Plaintiff's counsel during any settlement

negotiations. In cases involving claims for statutory attorneys' fees, all settlement offers, including statutory offers to compromise, should be structured to resolve all claims including attorneys' fees. All potential causes of action should be included in the settlement and release.

All settlements must consider the existence of any potential liens or right of recovery by Medicare, ERISA plans, Medi-Cal, workers' compensation insurers, etc. Defense Counsel is expected to determine who paid for any medical treatment provided to the Plaintiff in the case and how much was actually paid.

Upon reaching an oral settlement, Defense Counsel should immediately prepare a written settlement agreement. Defense Counsel is responsible for assuring that the settlement agreement is accurate and legally enforceable. If a case is resolved at mediation, it is important to have the parties and their attorneys sign, at the least, a written document that contains the material terms and conditions. Plaintiff's counsel should be advised that it usually takes approximately thirty (30) days for the Member Entity to issue a settlement check after the final agreement has been signed by all parties and their attorneys.

After a dismissal is obtained, Defense Counsel must forward a copy of the filed dismissal to the Member Entity and PRISM as well each named Defendant.

XII. BILLING PROCEDURES

All invoices are to be submitted on a monthly basis and directed to the Member Entity's Defense Counsel Liaison. Billings that do not comply with the billing guidelines will not be paid. Payment of any bill by the Member Entity does not constitute a waiver of the Member Entity's right to question, dispute, obtain reimbursement, compromise, or request repayment or future credit, for any bill or invoice previously paid.

Invoices for counsel fees and expenses should be submitted monthly, within thirty (30) days of the end of the billing period. Final invoices should be submitted within thirty (30) days from receipt of a filed Dismissal. Defense Counsel is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill. Receipts must be submitted for all travel and other expenses.

Firm staffing on all cases should be as limited as possible. Absent prior approval, the Member Entity will not pay for more than one (1) attorney performing the same task. For example, the Member Entity will not pay for two (2) or more attorneys to attend the same deposition. Work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience.

There should be no more than two (2) attorneys and one (1) paralegal performing work on a case at any given time. Other firm personnel may occasionally have to work on a case due to job departures, vacations, illnesses, schedule conflicts, etc., but this is the exception, not the rule. Member Entity will not pay for "training" time for new attorneys or "learning" time or "orientation" time as new billers become involved in a matter and are

learning the facts and issues. If a firm has summer associates, their time should not be billed to a case without first being approved by the Member Entity.

A. Invoices

Invoices should accurately itemize, in detail, all work performed on a matter. Each invoice must include the following:

- Law firm name and address
- Date of the bill
- Law firm tax identification number
- The Member Entity and/or TPA and/or their respective claim number
- Plaintiff(s) name(s)
- Each billing entry must state the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry
- Attorneys and paralegals should bill actual time spent in increments, no greater than 1/10th of an hour for each entry
- Summarize at the end of the bill, the number of hours for each specific biller
- Summarize at the end of the bill the totals for fees, costs, and experts
- Narrative or block/bundled billing is not permitted
- Final bills should be clearly marked
- Invoices must reflect activity for only one (1) case
- Billing entries should be listed chronologically in order of occurrence and not sub-divided by individual or task
- If a number of different tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., “telephone conference with John Doe (.30); Attend conference with Jane Doe (1.20), etc.”
- Entries regarding telephone conferences must specify the participants and the subject matter discussed

Vague descriptions such as “work on file,” “telephone call,” “conference,” and “research,” without further explanation, are not acceptable and will not be paid.

Vendor invoices (e.g. experts, mediators, photocopy services, court reporters, and others) in an amount up to two thousand dollars (\$2,000) per case should be paid by the law firm and included with the monthly attorney billing. Defense Counsel must review and approve all vendor invoices.

B. Maximum Allowable Charges and Travel

The following guidelines are provided regarding maximum allowable charges:

- The Member Entity will only pay the actual cost incurred for reasonable expenses without any markups.
- A firm may conduct necessary and appropriate research up to five (5) hours per case without prior approval by the Member Entity.
- Photocopy costs should not exceed ten cents (\$0.10) per page. Firms are expected to limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Billing entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed.
- Mileage should be billed at the applicable Federal rate at the time of travel. The invoice should state the number of miles actually driven.
- Telephone and Fax: Actual long distance charges only. No charges for an incoming fax and no per-page fax charge.
- Virtual Court Appearances: Member Entity will pay for reasonable charges charged by a court for Defense Counsel to appear virtually at appearances.
- Air travel is limited to coach or economy rate. Receipts for airfare should allow a reviewer to identify the fare as economy/coach class.
- Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business. Reimbursement is limited to the mid-size class.
- Incidentals, such as movies, alcohol, and entertainment are not allowed.
- Travel time shall be pro-rated if the travel includes time spent on non-Member Entity business.

C. Disallowed Charges

In addition to items listed above in sections A and B, the Member Entity will not reimburse for the following:

- Local telephone calls and all cellular phone charges.
- Routine postage, such as the U.S. Postal Service rates for letters. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge. Any postage charges that are not explained will not be reimbursed.
- File opening, file organization, or other administrative charges.
- Interoffice conferences between members of the firm, including assigning files or tasks to members of the firm.
- Case administration (e.g. reviewing status of assignments given to associates and paralegals; directing associates, paralegals, or secretaries; preparing or reviewing bills).
- Clerical tasks (e.g. transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production,

communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing).

- Meals, except in conjunction with out-of-town travel (alcohol will not be reimbursed in conjunction with any travel).
- Routine legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction.
- All work customarily performed by secretaries and other administrative personnel including but not limited to, photocopying/bates stamping documents, scanning documents, transcription, retrieving files, indexing pleadings, updating case captions, making travel arrangements, calendaring, and preparing bills/invoices.
- Subscription services (e.g. Westlaw, Lexis-Nexis, or other legal database charge).
- Charges for the use of virtual conference rooms or other virtual meeting services.
- Responding to requests from Member Entity and/or their auditors relating to case file management and/or billing issues.

County of Inyo

Sole Source Authorization Form

Vendor: Atkinson Andelson Loya Ruud & Romo

Date: 5/26/2026

A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:

<input type="checkbox"/>	The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
<input checked="" type="checkbox"/>	The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
<input type="checkbox"/>	The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
<input type="checkbox"/>	The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
<input type="checkbox"/>	A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
<input type="checkbox"/>	A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.
<input type="checkbox"/>	Sourcewell Purchase under Account#4507

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
<input type="checkbox"/> \$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. <input type="checkbox"/> RFP/RFQ Received by Board Clerk on _____
<input checked="" type="checkbox"/> Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. Board Approval Required

County of Inyo

Sole Source Authorization Form

Sole Source Justification:

Atkinson, Andelson, Loya, Ruud & Romo is a professional law corporation that has successfully provided the County with advice and representation in specialized employment and labor law matters. Their extensive historical knowledge and deep understanding of our policies and practices are crucial for providing consistent and effective representation in this specialized area. Their long-standing relationship with Inyo County enables them to navigate complex legal landscapes efficiently, ensuring that our interests are always well-protected.

K. Oney
Department Head Signature

Sole Source Approval
D. Carrington
Purchasing Agent Signature

John Carl Vallesjo
County Counsel Signature

Kortni Girardin
[Kortni Girardin \(May 29, 2026 08:51:43 PDT\)](#)
Auditor-Controller Signature












AALRR Sole Source Request - 5.2026

Final Audit Report

2026-05-29

Created:	2026-05-27
By:	Keri Oney (koney@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1KmdsGBV-t8m6oUb3v32_upPj10o1FMv

"AALRR Sole Source Request - 5.2026" History

-  Document created by Keri Oney (koney@inyocounty.us)
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-  Document emailed to Denelle Carrington (dcarrington@inyocounty.us) for signature
2026-05-27 - 11:56:45 PM GMT
-  Document emailed to John-Carl Vallejo (jcvallejo@inyocounty.us) for signature
2026-05-27 - 11:56:45 PM GMT
-  Document emailed to Keri Oney (koney@inyocounty.us) for signature
2026-05-27 - 11:56:45 PM GMT
-  Document sent to Amy Shepherd (ashepherd@inyocounty.us) and Kortni Girardin (kgirardin@inyocounty.us) for signature. One of them to sign
2026-05-27 - 11:56:45 PM GMT
-  Document e-signed by Keri Oney (koney@inyocounty.us)
Signature Date: 2026-05-27 - 11:56:55 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Email viewed by Denelle Carrington (dcarrington@inyocounty.us)
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-  Document e-signed by Denelle Carrington (dcarrington@inyocounty.us)
Signature Date: 2026-05-28 - 2:32:56 AM GMT - Time Source: server - Signature Appearance Selected: MOBILE_IMAGE
-  Email viewed by John-Carl Vallejo (jcvallejo@inyocounty.us)
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-  Document e-signed by John-Carl Vallejo (jcvallejo@inyocounty.us)
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-  Email viewed by Kortni Girardin (kgirardin@inyocounty.us)
2026-05-29 - 3:51:18 PM GMT




COUNTY OF INYO
CALIFORNIA

Powered by
Adobe
Acrobat Sign

 Document e-signed by Kortni Girardin (kgirardin@inyocounty.us)

Signature Date: 2026-05-29 - 3:51:43 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

 Agreement completed.

2026-05-29 - 3:51:43 PM GMT





INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-471

Request to California Broadband Consortium to Reconsider its Decision to Negotiate with a Private Company to Sell its Last-Mile Assets County Administrator - Information Services

ACTION REQUIRED

ITEM SUBMITTED BY

Jennifer Roeser, Supervisor, Abhilash Itharaju,
Assistant Chief Information Officer

ITEM PRESENTED BY

Jennifer Roeser, Supervisor, Abhilash Itharaju,
Assistant Chief Information Officer

RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign a letter to the California Broadband Cooperative (CBC) Board requesting an immediate pause in negotiations regarding CBC last-mile assets and a reconsideration of the intended approach.

BACKGROUND / SUMMARY / JUSTIFICATION:

The infrastructure managed by the CBC was built using approximately \$110 million to \$120 million in public funds from the National Telecommunications and Information Administration (NTIA)-American Recovery and Reinvestment Act (ARRA) and the California Public Utilities Commission (CPUC). The primary mandate of these funds was to create an open-access network that provides a clear and lasting public benefit.

The CBC board recently voted to enter into negotiations with a private entity (Onward, formerly Inyo Networks) to sell their last-mile assets. The bid/proposal from that private entity is for a negative sum. Meaning, **CBC will have to pay the private entity to take ownership of the assets built using public funds.** If the transaction is completed, this will remove any public interest in the last mile assets.

It is the opinion of the Inyo County representative to the CBC Board that the CBC Board rejected better bids from an entity governed by the Rural County Representatives of California (RCRC) and another non-profit that better fit CBC's mission and/or preserve public representation and interests in those assets. We are concerned that transferring these assets to a private entity—particularly under terms that favor private corporate interests over public ones—contradicts the original intent of this public investment. As such, the attached draft letter requests that the matter be resubmitted to the entire membership of the CBC for their consideration.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to not authorize sending this letter. This is not recommended. This letter and any follow-up actions based on CBC's response is our last opportunity to protect public interest in assets built using massive grants from the NTIA-ARRA and the CPUC in the amount of \$110 million to \$120 million.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mono County

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community-Supporting Infrastructure Improvements
Economic Enhancement | Collaborative Regional Economic Development

APPROVALS:

Abhilash Itharaju	Created/Initiated - 06/01/2026
Darcy Israel	Approved - 06/01/2026
Noam Shendar	Approved - 06/01/2026
Abhilash Itharaju	Approved - 06/01/2026
Amy Shepherd	Approved - 06/02/2026
John Vallejo	Approved - 06/02/2026
Denelle Carrington	Final Approval - 06/02/2026

ATTACHMENTS:

1. Request for Pause in Negotiations



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



June 9, 2026

Board of Directors
California Broadband Cooperative, Inc.
10621 Church St., Suite 100
Rancho Cucamonga, CA 91730

RE: Formal Request to Pause Negotiations Regarding Last-Mile Assets Pending Review by the Members

Dear CBC Board of Directors,

Inyo County writes this letter to formally express our significant concerns regarding the CBC Board's recent decision to enter into exclusive negotiations with Onward (formerly Inyo Networks) for the transfer of last-mile broadband assets.

Given the gravity of this transition and its impact on the region, Inyo County formally requests an immediate pause in all negotiations with Onward to allow for a comprehensive review of the public interest and the fiduciary responsibilities of the Cooperative by the full Cooperative Membership.

Our concerns are rooted in the following critical areas:

1. Protection of Massive Public Investment

The entire original network infrastructure managed by the CBC was built using approximately \$110 million to \$120 million in public funds from the NTIA-ARRA and the CPUC. The primary mandate of these funds was to create an open-access network that provides a clear and lasting public benefit. We are concerned that transferring these assets to a private entity—particularly under terms that favor private corporate interests over public ones—contradicts the original intent of this public investment.

2. Financial Irregularity of the "Negative-Sum" Proposal

It is our understanding that the proposal currently being pursued involves the CBC paying Onward approximately \$1.2 million to \$1.3 million to take ownership of these public assets. (This is in addition to other funding of approximately \$2.3 million the CBC is considering awarding to Onward for efforts related to the sale of the middle mile network.) In contrast, CBC received other proposals that provided an alternative that prioritized public interest. Selecting a "negative-sum" private offer over a public-sector partnership raises serious questions regarding the Board's commitment to the residents of Inyo and Mono Counties.

3. Oversight and Accountability

Transfer of the Cooperative's assets will require approval of a majority of the Cooperative membership under Article XII of the CBC Bylaws. Based on the limited information provided by the Board, we strongly question whether the members would approve the proposed transfer to Onward, when there are better options available that would preserve the nonprofit and public interest operation of the network.

Further, we believe that any transfer of these assets (including the CDT IRU upon which the network depends) requires the explicit approval of the California Department of Technology (CDT) and the California Public Utilities Commission (CPUC). Inyo County intends to engage these regulatory bodies to ensure that any change in ownership does not result in the very private monopoly the Digital 395 project was designed to prevent.

4. Representation of Class A Members

Inyo County, as a Class A member, represent the public interest and the vast majority of the geography served by this network. We are deeply troubled by a board process that appears to marginalize public-sector voices in favor of "at-large" or private interests.

Requested Action

It is critical that the Board engage CBC membership early, to avoid a substantial waste of time and resources negotiating a transfer that may not be approved by the membership or applicable regulators. Given the gravity of these decisions for the future of the network, we believe that a special meeting of the membership for review of all proposals received is necessary before any further steps are taken. The Board is requested to call such a meeting – or Inyo County may take steps to convene such a meeting under Section 3.03 of the CBC Bylaws (or a referendum prohibiting further negotiations with Onward under Section 3.16).

We request that the CBC Board provide a formal response acknowledging that negotiations have been paused until a joint meeting can be held between the CBC Board and County leadership to discuss the next steps for engaging the members and regulatory agencies in this momentous matter.

We look forward to your prompt response.

Sincerely,

Chairperson Trina Orrill
Inyo County Board of Supervisors



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-332

Vista Pacifica Contract for Provision of Inpatient Psychiatric and Other Professional Medical 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:

A) Declare Vista Pacifica Enterprises Inc. of Jurupa Valley, CA a sole-source provider of inpatient psychiatric and other professional medical services; B) Approve the contract between the County of Inyo and Vista Pacifica Enterprises Inc. of Jurupa Valley, CA for the provision of inpatient psychiatric and other professional medical services in an amount not to exceed \$278,000 for the period of July 1, 2026 through June 30, 2027, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget; and C) Authorize the Health and Human Services Director to sign the contract and the Business Associate Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

Vista Pacifica offers a locked facility for persons with severe mental illness who require increased supervision and resources from staff. Inyo County Health & Human Services currently has two individuals conserved under the Lanterman-Petris-Short (LPS) Act placed at Vista Pacifica Center.

FISCAL IMPACT:

Funding Source	Grant Funded or Non-General Fund Mental Health Realignment.	Budget Unit	045200
Budgeted?	No	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

Behavioral Health did not engage in a RFP process prior to choosing this contractor, as this is a sole-source procurement. A sole-source procurement is justified in this situation because of the unique capabilities of Vista Pacifica and the limited availability of other alternative facilities. Further, relocating the LPS conservatees would be difficult and counterproductive to their treatment.

Current Fiscal Year Impact
No
Future Fiscal Year Impacts

Up to \$278,000 for the period between July 1, 2026 and June 30, 2027, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget

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 will be able to accept the patients currently placed at Vista Pacifica.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Courts.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Lucy Vincent	Created/Initiated - 05/11/2026
Darcy Israel	Approved - 05/12/2026
Lucy Vincent	Approved - 05/12/2026
Melissa Best-Baker	Approved - 05/12/2026
Gina Ellis	Approved - 05/12/2026
Anna Scott	Approved - 05/13/2026
Amy Shepherd	Approved - 05/19/2026
Christian Milovich	Approved - 05/27/2026
John Vallejo	Approved - 05/28/2026
David Fraser	Final Approval - 06/01/2026

ATTACHMENTS:

1. Vista Pacifica Contract FY26-27
2. Sole Source Authorization Form

**AGREEMENT BETWEEN COUNTY OF INYO
AND VISTA PACIFICA ENTERPRISES INC.
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 Vista Pacifica Enterprises Inc. (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, 2026 to June 30, 2027 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 Two Hundred Seventy-Eight Thousand dollars and no cents (\$278,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- 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, martial 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:	
<u>HHS - Behavioral Health</u>	Department
<u>1360 North Main Street, Suite 201</u>	Address
<u>Bishop, CA 93514</u>	City and State
<u>800-841-5011</u>	BHS Staff 24- Hour Phone No.

Contractor:	
<u>Vista Pacifica Enterprises, Inc.</u>	Name
<u>3674 Pacific Avenue</u>	Address
<u>Jurupa Valley, CA 92509</u>	City and State

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


Cheryl Junerwille
Print or Type Name

Date: April 28, 2026

APPROVED AS TO FORM AND LEGALITY:

Christian C. Milovich
County Counsel

APPROVED AS TO ACCOUNTING FORM:

 [Dan Shepherd \(May 5, 2026 15:12:07 PDT\)](#)

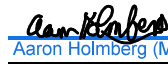
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



[Aaron Holmberg \(May 6, 2026 15:47:51 PDT\)](#)

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.



Vista Pacifica Center

Specializing in Geropsych

3674 Pacific Avenue • Jurupa Valley, CA 92509 • Phone (951) 682-4833 • Fax (951) 274-2742

Vista Pacifica Center Patch Levels Criteria 5/28/24

Level A - (Psychiatry visits two times per month, Psychology visit one time a month)

Residents on this patch level require increased supervision and resources from staff. Examples of behavioral/medical needs that meet this requirement are:

- AWOL Risk patients
- Verbally aggressive/threatening
- Allegations/False Accusations towards staff and peers
- History of Suicidal Ideations

Level B - (Psychiatry visits two times per month, Psychology visits two times a month)

Residents on this patch level require frequent supervision and resources from multiple departments. Examples of behavioral/medical needs that meet this requirement are:

- Periodic physical aggression towards staff or peers
- Property destruction
- Suicidal risk including history of suicide attempts
- Maladaptive behaviors that require frequent counseling and attention from direct care staff
- Severe psychosis which requires frequent redirection/counseling/behavior modification from unit staff
- Diagnosis of TBI, DD, or Neurocognitive Deficits that require frequent counseling and attention for direct care staff
- History of Extreme Violence/Violent Behavior

Level C - (Psychiatry visits two times per month, Psychology visits four times a month)

Residents on this patch level require near constant supervision and resources from the facility because their behaviors make them a danger to themselves or others. Examples of behavioral/medical needs that meet this requirement are:

- Physically aggressive behavior that requires the use of 1:1 or LOS (Line of Sight) staff to keep others safe.
- Suicidal behavior that requires frequent or continuous use of 1:1 or LOS staff to keep the resident safe.
- AWOL Attempts
- Sexually aggressive behavior that requires frequent or continuous use of 1:1 or LOS staff to keep others safe.



Vista Pacifica Center

Specializing in Geropsych

3674 Pacific Avenue • Jurupa Valley, CA 92509 • Phone (951) 682-4833 • Fax (951) 274-2742

Level D – Restoration to Competency Program

An Intensive Program to restore residents to Competency to Stand Trial. Directed at those with misdemeanor charges with the goal of restoring them to Competency as quickly as possible. They receive daily classes on legal and competency issues including mock court role play. Daily classes are led by Masters level counselors and/or a licensed psychologist.



Vista Pacifica Convalescent

Specializing in Geropsych

3662 Pacific Avenue • Jurupa Valley, CA 92509 • Phone (951) 682-4833 • Fax (951) 274-4696

Vista Pacifica Convalescent Patch Levels Criteria 1/30/2025

Level A - (Psychiatry visits one time per month, Psychology visit one time a month)

Residents on this patch level require increased supervision and resources from staff. Examples of behavioral/medical needs that meet this requirement are:

- Chronic mental health diagnosis with active delusions and hallucinations and/or mood swings.
- Resistive to ADL care

Level B - (Psychiatry visits one time per month, Psychology visits one time a month)

Residents on this patch level require frequent supervision and resources from multiple departments. Examples of behavioral/medical needs that meet this requirement are same as Level A and the following:

- Physically aggressive behavior towards staff and/or peers
- Two staff assist with ADL, strikes out at staff
- Maladaptive behaviors that require frequent counseling and attention from direct care staff
- Periodic screaming and wandering behavior
- Severe psychosis which requires frequent redirection/counseling/behavior modification from staff

Level C - (Psychiatry visits two times per month, Psychology visits two times a month)

Residents on this patch level require near constant supervision and resources from the facility because their behaviors make them a danger to themselves or others. Examples of behavioral/medical needs that meet this requirement are same as Level A and B and the following:

- Physically aggressive behavior that requires the use of 1:1 or LOS (Line of Sight) staff to keep others safe.
- Property destruction
- Extensive assistance with ADL cares
- Frequent Falls
- Constant screaming and wandering behavior
- Suicidal behavior that requires the use of 1:1 or LOS staff to keep the resident safe.

https://inyocounty-my.sharepoint.com/personal/lvincent_inyocounty_us/Documents/Documents/ADMIN/CONTRACTS/CONTRACTS FY25-26/Vista Pacifica/VPConvalescent Patch Levels Criteria 1.30.2025.docx

Vista Pacifica, where the team with esteem shares and cares.

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.

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

- Rates for the Institution for Mental Disease (IMD) are attached hereto.
- The rate for Convalescent Skilled Nursing Facility for a bed-hold and room reserve rates will be retroactively paid at the published State rates provided on the Department of Health Care Services website at: <https://www.dhcs.ca.gov/services/medical/Pages/AB1629/LTC.aspx>.

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 Vista Pacifica Enterprises, Inc., referred to herein as Business Associate (“BA”). This Agreement is effective as of July 1, 2026, (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

Vista Pacifica Enterprises, Inc.

By:  _____

Print Name: Cheryl Junonville

Title: President

Date: April 28, 2026

Vista Pacifica Center IMD Rates

Services 18-64 Years Old	FY 2026-2027
Facility Rate - Daily	\$ 264.00
Room Reserve Rate	\$ 264.00
Extended BED HOLD (Leave of absence)	\$ 264.00
Private Rate	\$280.00
Augmented Services Rates	
Level A (per diem rate in addition to daily rate)	\$70.00 per day
Level B (per diem rate in addition to daily rate)	\$140.00 per day
Level C (per diem rate in addition to daily rate)	\$180.00 per day
Level D (per diem rate in addition to daily rate)	\$160.00 per day

Services 65+Years Old	FY 2026-2027
Room Reserve Rate	\$ 264.00
Extended BED HOLD (Leave of absence)	\$ 264.00
Private Rate	\$280.00
Augmented Services Rates	
Patch A (per diem rate in addition to daily rate)	\$100.00 per day
Patch B (per diem rate in addition to daily rate)	\$170.00 per day
Patch C (per diem rate in addition to daily rate)	\$210.00 per day
Patch D (per diem rate in addition to daily rate)	\$190.00 per day

Vista Pacifica Convalescent Rates 2026

Services	Effective 1/1/2026
Facility Rate - Daily Room Reserve Rate	\$305.00
Extended Bedhold Rate	\$305.00
Private Rate- Semi	\$338.00
Private Rate - Single	\$348.00
Augmented Services Rates	
Patch A (per diem rate in addition to daily rate)	\$90.00 per day
Patch B (per diem rate in addition to daily rate)	\$160.00 per day
Patch C (per diem rate in addition to daily rate)	\$200.00 per day

Extended Bed Hold Rate - Client out at Hospital past 7 days

Room Reserve Rate - Holding bed for Client prior to Admission

ATTACHMENT C – INSURANCE PROVISIONS

Attachment C: 2026 Insurance Requirements for SKILLED MEDICAL FACILITIES FOR IN-PATIENT & OTHER CARE – VISTA P

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, **\$4,000,000** 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, **\$3,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** 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).

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

**Attachment C: 2026 Insurance Requirements for
SKILLED MEDICAL FACILITIES FOR IN-PATIENT & OTHER CARE – VISTA P**

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 12 19 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

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 an endorsement has been issued.

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

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

Claims Made Policies: 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; and (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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



County of Inyo

Sole Source Authorization Form

Vendor: Vista Pacifica Enterprises Inc.
Date: 04/17/2026

A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:

<input type="checkbox"/> The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
<input type="checkbox"/> The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
<input checked="" type="checkbox"/> The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
<input type="checkbox"/> The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
<input type="checkbox"/> A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
<input type="checkbox"/> A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
<input type="checkbox"/> \$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. <input type="checkbox"/> RFP/RFQ Received by Board Clerk on _____
<input checked="" type="checkbox"/> Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. Board Approval Required

County of Inyo

Sole Source Authorization Form

Sole Source Justification:

Behavioral Health did not engage in a RFP process prior to choosing this contractor as this is a sole-source procurement. A sole-source procurement is justified in this situation because of the unique capabilities of Vista Pacifica.

Vista Pacifica provides Hospital Inpatient Psychiatric Services, which are very specialized 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 pursuant to and in accordance with the the Lanterman-Petris-Short Act (herein "LPS") Acts, as set forth in the California Welfare and Institutions Code, and related California and federal law.

Facilities that provide such services are limited, do not exist in Inyo County, and further, the County currently has several LPS clients placed at the Vista Pacifica facilities and relocating them at this stage would be disruptive and detrimental to their treatment.

Department Head Signature

Sole Source Approval

Denelle Carrington (Apr 30, 2026 07:49:03 PDT)

Purchasing Agent Signature

County Counsel Signature

Am... (Apr 30, 2026 10:57:01 PDT)

Auditor-Controller Signature



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-375

Contract between Inyo County and Browns Supply, Inc. for Cardboard Processing and Hauling Public Works - Recycling & Waste Management ACTION REQUIRED

ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

ITEM PRESENTED BY

Richard Shore, Compliance and Project Manager

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Brown's Supply of Bishop, CA for the provision of cardboard processing in an amount not to exceed \$180,000 for the period of July 1, 2026 through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On April 29, 2026, Recycling and Waste Management issued a bid on OpenGov for cardboard processing services. Brown's Supply Inc. was the sole bidder for this contract.

Brown's Supply Inc. owns, maintains and operates the equipment for the cardboard bailing at the Bishop Sunland Landfill for the Inyo County Recycling and Waste Management Program (RWM), and has for many years. Brown's Supply also transports the cardboard bails to recycling centers in Southern California. Historically, there was not a contract because Brown's received sufficient proceeds from the recycling centers in Southern California for the bails. Over recent years, the redemption value has gone from \$120 per ton to \$35 per ton for the cardboard bails, which does not cover their costs. Brown's is willing to continue processing the cardboard, but not at a loss for the company.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700
Budgeted?	No	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

N/A

Future Fiscal Year Impacts

Up to \$60,000 for the period between July 1, 2026 through June 30, 2027. Up to \$120,000 for the period between FY 2027/2028 and FY 2028/2029, contingent upon the Board's approval of future budgets

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

RWM could purchase a cardboard bailer and hire additional staff to process, bail and transport cardboard but this would cost RWM approximately \$100,000 for equipment, with an additional \$150,000 per year for additional staff. RWM would also have to pay to have the bails shipped to a recycling center in Southern California.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services | Improved County Facilities

APPROVALS:

Teresa Elliott	Created/Initiated - 05/26/2026
Darcy Israel	Approved - 05/26/2026
Teresa Elliott	Approved - 05/28/2026
Breanne Nelums	Approved - 05/29/2026
Denelle Carrington	Approved - 06/01/2026
Amy Shepherd	Approved - 06/01/2026
Keri Oney	Approved - 06/01/2026
John Vallejo	Approved - 06/01/2026
David Fraser	Final Approval - 06/01/2026

ATTACHMENTS:

1. Cardboard Processing Contract

**AGREEMENT BETWEEN COUNTY OF INYO
AND BROWN'S SUPPLY INC.
FOR THE PROVISION OF Cardboard Processing Services**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of BROWN'S SUPPLY INC. (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in herein. Requests by the County to the Contractor to perform under this Agreement will be made by Richard Shore, Compliance and Project Manager, or their designee. 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 that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have 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.

1.2. Tasks and Deliverables

Contractor will bail cardboard at the cardboard recycling area at the Bishop Sunland Landfill and haul cardboard bails to offsite recyclers. Furnish and maintain the bailer equipment and all other equipment needed to complete the bailing and hauling Process, including labor. Clean and maintain the area around the cardboard drop-off area at the Bishop- Sunland Landfill.

2. TERM

The term of this Agreement shall be from Wednesday, July 1, 2026 to Saturday, June 30, 2029 unless sooner terminated as provided below.

3. CONSIDERATION

3.1. Payment Terms

- A. Compensation. County shall pay to Contractor in accordance with the **Schedule of Fees** set forth in herein for the services and work described in the **Scope of Work** which are performed by Contractor at the County's request.
- B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$180,000.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- D. Federal and State taxes.
- i. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
 - ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
 - iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
 - iv. The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

3.2. Schedule of Fees

\$90.00 per ton of bailed and hauled cardboard. With a do not exceed amount of \$180,000 for the 3-year term.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

- A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in the **Scope of Work**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in the **Scope of Work**, County reserves the right to make such determinations for purposes of this Agreement.
- B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in the **Scope of Work**. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

7. COUNTY PROPERTY

- A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are 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.
- 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. MINIMUM INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

8.1. 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.

8.2. Automobile Liability

Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

8.3. 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.)

8.4. Contractor Broader Coverage

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

8.5. OTHER INSURANCE PROVISIONS

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

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

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

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

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

Waiver of Subrogation: Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. The contractor agrees to obtain any endorsement

that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

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

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 the **Scope of Work**, Contractor has no authority to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of the County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

10. DEFENSE AND INDEMNITY

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 and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.

- B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by Contractor. Further, County has the right 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.

The parties to this Agreement agree that all federally funded purchases shall follow federal procurement requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR section 200 *et. seq.*). Contractor agrees to adhere to all applicable Federal, State, and local laws and regulations in Contractor's performance of this Agreement.

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, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract any part of this Agreement without the written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the written consent of County.

15. DEFAULT

If the Contractor abandons the work, fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as

required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing for services and work satisfactorily performed to the date of termination.

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 direct or indirect interest which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement not to seek or accept any employment with any entity which, 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 shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

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

23. NOTICE

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

County of Inyo:

Public Works
1360 N Main St Bishop CA, 93514

Contractor:

BROWN'S SUPPLY INC.
Brown's Supply 219 Wye Rd Bishop, CA 93514

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.

For Inyo County

Signed by:
John Vallejo
DB92A4FA96C1495...
SIGNATURE

John Vallejo
FULL NAME

5/26/2026
DATE SIGNED

County Counsel
TITLE

Signed by:
Aaron Holmberg
E921B073F8A2426...
SIGNATURE

Aaron Holmberg
FULL NAME

5/26/2026
DATE SIGNED

Risk Manager
TITLE

Signed by:
Heather Williams
3094C2B4A2DB49F...
SIGNATURE

on behalf of Amy Shepherd
FULL NAME

5/26/2026
DATE SIGNED

Auditor-Controller
TITLE

Signed by:
Keri Oney
8BB77B07BFC44D2...
SIGNATURE

Keri Oney
FULL NAME

5/26/2026
DATE SIGNED

Assistant Personnel Director
TITLE

For Contractor

Signed by:
Doug Brown
0A788413684B4C2...
SIGNATURE

Doug Brown
FULL NAME

5/28/2026
DATE SIGNED

Owner
TITLE

SIGNATURE

Trina Orrill

FULL NAME

DATE SIGNED

Board Chairperson

TITLE



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-381

Adoption of Modified Fiscal Year 2025-2026 Board Approved Budget as the Preliminary Budget for Fiscal Year 2026-2027 County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Denelle Carrington, Assistant CAO

ITEM PRESENTED BY

Denelle Carrington, Assistant CAO, Amy Shepherd, Auditor/Controller

RECOMMENDED ACTION:

Adopt the modified Fiscal Year 2025-2026 Board Approved Budget as the Preliminary Budget for Fiscal Year 2026-2027 and approve the Fixed Assets as recommended by staff (*4/5ths vote required*).

BACKGROUND / SUMMARY / JUSTIFICATION:

Preliminary Budget

A budget must be adopted for the continuance of County operations into Fiscal Year 2026-2027. Each year, County Administration brings forward a "Preliminary (interim/rollover) Budget" that is based largely on the Fiscal Year 2025-2026 Board Approved budget with slight modifications (discussed further below). This budget provides the basis for County operations until the Board holds Budget Hearings and takes action to approve a Final Board Approved County Budget for Fiscal Year 2026-2027, which is expected to occur by the end of September.

The Fiscal Year 2026-2027 Preliminary Budget, which includes all Funds within your Board's purview, includes \$162,739,278 in expenditures and \$133,315,196 in revenues. Of these totals, the General Fund portions are \$96,745,815 and \$82,692,095 respectively. This assumes a General Fund balance for the year ending June 30th of \$14,053,720. While Fund Balance will not be certified by the Auditor-Controller until September 8, 2026, the Preliminary Budget's reliance on Fund Balance is somewhat misleading, given the Preliminary Budget will not be close to fully expended prior to the Final Budget being approved based on actual Fund Balance and the numbers for the Final Board Approved Budget will likely be significantly different from the Preliminary Budget.

Rollover List

Approving the Preliminary Budget is necessary to keep operations going until the passage of the Final Budget. As part of the Preliminary Budget approval process, your Board authorizes a list of specific expenditures that would not otherwise be included in the rollover budget, but are expected to be undertaken during the interim period between July and when the Final Budget is adopted. These do not increase the size of the previous year's budget. This list traditionally includes all capital and road projects currently underway, necessary contracts, fixed assets, and any other necessary and justified

expenditure.

As submitted, the Preliminary Budget includes the following fixed assets, capital projects that are ongoing, and items that were encumbered and ordered but have not yet been received.

Budget	Budget #	Object Code	Amount	Description
ARFF & Snow Equipment Building	630307	5700	\$320,000	Continuation of project
Bishop Airport Perimeter Fence	630309	5700	\$42,100	Continuation of project
Bishop Airport Taxiway A Res	630310	5700	\$80,000	Continuation of project
CalAIM Path 3 JI Grant	620592	5232	\$50,000	Purchase of equipment before grant expiration
CalAIM Path 3 JI Grant	620592	5655	\$170,000	Purchase of vehicles — prior year encumbrance carryover
CAO - ACO	010201	5232	\$20,000	Contingency/Capital Purchases for emergency purposes only
CAO - ACO	010201	5650	\$50,000	Contingency/Capital Purchases for emergency purposes only
CAO - Economic Development	010202	5232	\$39,000	Current encumbrance — continuation of project
Clean CA Diaz Lake	670102	5700	\$535,000	Finalize project — current encumbrance
Computer Upgrade	011808	5700	\$450,000	Document Management Scanning Project — carryover as the project is underway
Consolidated Office Building	011809	5232	\$10,000	Prior year encumbrance
Co Radio Communications	011810	5232	\$20,000	Radio Replacements — prior year encumbrance
County Library	066700	5650	\$45,593	Shelving — continuation of project
Deferred Maintenance	011501	5640	\$700,000	Animal Shelter — Phase II — Continuation of project
Deferred Maintenance	011501	5650	\$700,000	HVAC Phase II — Cooling Center Improvements — QCOB Data Center — continuation of projects
Elections	011000	5232	\$10,000	Server Upgrade and purchase of ballot drop box
Homeland Security 24-25	623734	5650	\$15,000	Prior year encumbrance

Homeland Security 25-26	623725	5232	\$4,229	Prior year encumbrance
Homeland Security 25-26	623725	5650	\$27,693	Prior year encumbrance
Information Services	011801	5232	\$2,000	Emergency purchase of replacement equipment
Jail-General	022900	5650	\$125,000	Purchase of commercial washer and dryer — prior year encumbrance carryover
Jail Security Project	022706	5700	\$69,288	Security Controls Project — prior year encumbrance carryover
Juvenile Institutions	023100	5640	\$18,000	Build and install new camera system in the juvenile facility
Local Transportation Commission	504605	5232	\$3,000	Purchase of emergency equipment
Local Transportation Commission	504605	5700	\$150,000	Evacuation route plan project continuation
LP Main & Service Lateral	152220	5700	\$274,000	Continuation of project — current encumbrance
Motor Pool - Operating	200100	5655	\$231,849	Uplift of 2 SO Patrol Units — currently in the works
Motor Pool — Replacement	200200	5655	\$175,767	Prior year encumbrance
Parks & Recreation	076999	5620	\$24,000	Emergency repairs — currently in progress
Parks & Recreation	076999	5650	\$270,000	Prior year encumbrance — currently in progress
Probation	023000	5232	\$1,100	Remote communication system
PW Courthouse Rehab	011502	5640	\$95,000	Continuation of door project
RAN	056610	5650	\$5,275	Livescan Upgrade for continued maintenance and support
Recycling & Waste Management	045700	5232	\$5,000	Purchase of photoionization detector
Recycling & Waste Management	045700	5650	\$236,884	Encumbrance for equipment
Road	034600	5232	\$5,000	Emergency equipment purchase
Road	034600	5309	\$1,000,000	Purchase of road materials / Emergency work
Road	034600	5650	\$357,000	Encumbrance for equipment
Road	034600	5700	\$1,000,000	Bridge projects
Sheriff - General	022700	5650	\$10,000	AC Unit - Shoshone Station
Search & Rescue	022703	5650	\$12,210	Carport — prior year encumbrance

Search & Rescue	022703	5655	\$24,995	Nimble Vehicle Equipment purchase — prior year encumbrance
State Funded Road	034601	5701	\$556,000	Continuation of project
State Funded Road	034601	5709	\$5,000	Continuation of project
State Funded Road	034601	5735	\$3,214,000	Continuation of project
State Funded Road	034601	5736	\$5,000	Continuation of project
State Funded Road	034601	5745	\$18,000	Continuation of project
State Funded Road	034601	5746	\$18,000	Continuation of project
Tecopa Lagoon - Phase II	643111	5700	\$24,498	Continuation of project — current encumbrance
Water Systems	152199	5700	\$400,000	Emergency repair work
OASDI	011600	5158	\$450,000	Insurance Premiums due by July 30, 2026
Workers Compensation Trust	500902	5158	\$2,750,000	Insurance Premiums due by July 30, 2026
Public Liability Trust	500903	5158	\$2,500,000	Insurance Premiums due by July 30, 2026
Medical Malpractice Trust	500904	5158	\$100,000	Insurance Premiums due by July 30, 2026
All County Budgets with salary and benefit expenses	Various	5024	\$8,759,025	Unfunded Liability payments to be made in July
Deferred Maintenance	011501	5650	\$750,000	Current Project Encumbrance
Public Works	011500	5265	\$100,000	Surveyer Contract Encumbrance
Motor Pool Operating	200100	5655	\$231,849	Uplift of 3 outstanding SO Units
Motor Pool Replacement	200200	5655	\$175,767	Costs to cover incoming leases

This year's Preliminary Budget again resists inclusion of department requests for certain appropriations associated with projects and purchases which would typically (and appropriately) not be considered for funding until the regular Budget Hearings. This affects department requests for interim period funding for discretionary purchases and projects, some of which have been long in the pipeline, and some that may require funding from categorical monies or Operating Transfers. If these projects and purchases were approved in the Preliminary Budget, they would essentially prevent your Board's further consideration and budget flexibility during the Budget Hearings or approval of the Final County Budget. This is

particularly important in situations when the project or purchase needs to be funded with an Operating Transfer (e.g. General Fund, Geothermal Royalties, etc.) that could be used for other budget needs once those needs are fully identified through the full budget process.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded	Budget Unit	All budgets
Budgeted?	Yes	Object Code	All object codes
Recurrence	Annual Preliminary Budget Adoption	Sole Source?	N/A

If Sole Source, provide justification below

N/A

Current Fiscal Year Impact
The Recommended Fiscal Year 2026-2027 Preliminary Budget includes \$162,739,278 in expenditures and \$133,315,196 in revenue.
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to adopt the Preliminary Budget as presented. This is not recommended, as a spending plan needs to be in place by July 1, 2026, for continuity of operations prior to adoption of a Final Board Approved Budget for Fiscal Year 2026-2026 (which will occur in September). Your Board reserves the right to otherwise modify the items or amounts on the rollover budget list. Any such change should only be done in coordination with the Budget Team as the items included within this budget reflect staff knowledge of functions and projects which require funding for the coming months, leading up to Budget hearings in September.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

All County Departments

STRATEGIC PLAN ALIGNMENT:

County budgeting affects numerous Strategic Focus Areas.

APPROVALS:

Denelle Carrington	Created/Initiated - 05/27/2026
Darcy Israel	Approved - 05/27/2026
Denelle Carrington	Approved - 06/02/2026
Amy Shepherd	Approved - 06/02/2026
Denelle Carrington	Final Approval - 06/02/2026

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-306

Public Hearing to Review and Adopt Proposed Resolution Approving General Plan Amendment 2025-04 and Proposed Ordinance Approving Zone Reclassification 2025-03/Leatham

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY

Cynthia Draper, Assistant Planner

ITEM PRESENTED BY

Cynthia Draper, Assistant Planner

RECOMMENDED ACTION:

A) Conduct a public hearing on the following actions for a portion of a parcel located at 2290 Dixon Lane in the Bishop area (APN 010-352-18):

- Proposed Resolution approving General Plan Amendment No. 2025-04/Leatham changing the General Plan land use designation from Light Industrial (LI) to Retail Commercial (RC) to best match the requested zoning and the proposed reuse of the existing building; and
- Proposed Ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2025-03/Leatham and Amending the Zoning Map of the County of Inyo to Reflect this Reclassification," which would rezone a portion of the parcel from Light Industrial (M-2-0.5) to General Commercial (C-1-10,000).

B) Approve and authorize the Chairperson to sign Resolution No. 2026-22, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying that the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings with Respect to and Approving General Plan Amendment No. 2025-04/Leatham," and approve the Conditions of Approval associated with the project; and

C) Adopt Ordinance 1328, titled, " An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2025-03/Leatham and Amending the Zoning Map of the County of Inyo to Reflect this Reclassification," subject to the findings and conditions therein.

BACKGROUND / SUMMARY / JUSTIFICATION:

The applicant, Karen Leatham, on behalf (and with express consent) of her father, Danny Pool, the property owner, is requesting a General Plan Amendment (GPA) and Zoning Reclassification (ZR) for property located at 2290 Dixon Lane in Bishop, California. The property contains two different zoning

districts and General Plan designations.

One portion of the property is zoned M-2-0.5 (Light Industrial) with a Light Industrial (LI) General Plan designation. This portion contains a single-story building that formerly housed Caltron Corporation, an industrial manufacturing business that operated on the site for many years but is no longer in operation.

The remaining portion of the property is zoned R-1-7,200 (Single-Family Residential) with a Medium Density Residential (RM) General Plan designation. This portion of the property contains two existing mobile homes and one garage. The mobile homes are currently occupied by tenants.

The applicant is not proposing changes to the R-1-7,200 portion of the property. The request applies only to the industrial portion of the site. The applicant is requesting to change the M-2-0.5 zoning to C-1-10,000 (General Commercial) and the General Plan designation from Light Industrial (LI) to Retail Commercial (RC).

The requested changes would allow the existing industrial building to be repurposed for commercial uses, with the intent of creating multiple commercial tenant spaces within the existing structure.

The subject property is located in the unincorporated Bishop area and is primarily surrounded by residentially zoned parcels developed with single-family residences. The industrial portion of the property contains a 24,100 square foot building with four existing restrooms and sufficient area to accommodate approximately 50 parking spaces for future tenants and patrons.

According to the applicant, the former industrial building could be better utilized as commercial space for small businesses rather than continuing as a single industrial operation. The applicant has indicated there has already been interest in a variety of small-scale commercial uses, including fitness-related businesses, martial arts classes, wellness services, welding, and other service-oriented businesses.

The proposed General Plan Amendment and Zoning Reclassification would allow the existing building to be reused for commercial purposes while the residential portion of the property would remain unchanged.

Land Use Analysis

The proposed General Plan Amendment and Zoning Reclassification would allow the reuse of an existing industrial building for small commercial businesses. The request would change the General Plan designation from Light Industrial (LI) to Retail Commercial (RC) and the zoning from M-2-0.5 (Light Industrial) to C-1-10,000 (General Commercial) for the portion of the property containing the former Caltron Corporation building.

Under the County's General Plan and Title 18 of the Inyo County Code, the existing LI and M-2 designations are intended to accommodate industrial and employment-generating uses such as manufacturing, fabrication, warehousing, and related industrial activities. The proposed RC and C-1 designations allow retail, service-oriented, office, and other commercial uses intended to serve the general public.

The former Caltron Corporation operated on the site for decades as an industrial manufacturing business with employees, traffic, parking demand, and varying levels of operational intensity, including periods of evening and extended-hour operations. Because the site has historically functioned as an employment-generating use, reuse of the building for small commercial tenant spaces is not expected to substantially increase overall activity on the property.

The proposed project would allow the existing building to be reused for a variety of small-scale commercial tenant spaces while supporting small local businesses.

The property is located near residentially zoned parcels, including single-family residences and mobile homes. As a result, compatibility with surrounding residential uses is an important consideration. The

applicant is proposing business hours between approximately 6:00 a.m. and 9:00 p.m., and Conditions of Approval addressing hours of operation, lighting, noise, and parking have been included to help ensure compatibility with the surrounding neighborhood.

Environmental Review

Pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the proposed project has been reviewed for potential environmental impacts. Staff has determined that the project is categorically exempt from CEQA pursuant to Section 15301 of the California Code of Regulations, Title 14 (Existing Facilities). This 15301 exemption applies to projects involving the operation, repair, maintenance, permitting, leasing, licensing, or minor alternation of existing public or private structures, facilities, mechanical equipment, or topographical features, where there is negligible or no expansion of existing or former use. The proposed project involves a General Plan Amendment and Zone Reclassification to allow the reuse of an existing industrial building for commercial tenant spaces. No expansion of the building footprint or new construction is proposed.

The Planning Commission held a public hearing on April 22, 2026, received public comment, and voted 4-0 (1 absent) to approve a resolution recommending that the Board of Supervisors approve Zone Reclassification No. 2025-03/Leatham and General Plan Amendment No. 2025-04/Leatham, adopt the required findings as outlined below, and Conditions of Approval, and certify that the project is exempt from CEQA.

Required Findings:

1. General Plan Amendment No. 2025-04/Leatham and Zone Reclassification No. 2025-03/Leatham pertaining to the property located at 2290 Dixon Lane, Bishop area, APN 010-352-18, are exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities) because the project involves the reuse of an existing structure and involves negligible or no expansion of use.
2. Based on substantial evidence in the record, the proposed project is consistent with the Goals and Policies of the Inyo County General Plan. The proposed designation of Retail Commercial (RC) will allow the reuse of the existing building for commercial tenant spaces while maintaining a level of activity similar to what historically occurred when the building was occupied by the Caltron Corporation.
3. Based on substantial evidence in the record, the proposed General Plan Amendment will not result in a significant increase in traffic, including vehicle trips or pedestrian activity. The site has historically supported an industrial use employing approximately forty individuals and generating regular daily traffic. The proposed reuse of the existing building for small-scale commercial tenant spaces is not expected to increase traffic beyond what previously occurred on the site.
4. Based on substantial evidence in the record, the proposed project is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code. The proposed zoning designation of C-1-10,000 will allow the existing building to be reused for commercial purposes consistent with the proposed General Plan designation.
5. Based on substantial evidence in the record, the site is physically suited for the proposed type and density of development and that existing and planned public facilities and services are adequate to meet the needs of the proposed project.
6. Based on substantial evidence in the record, the proposed change to the land use and zoning designations align with the current use of the property and existing building and allows the existing building to be repurposed for multiple small commercial tenant spaces without requiring new or additional construction or expansion of the building's footprint.
7. Based on substantial evidence in the record, the site is physically suited for the proposed type and density of development and finds that the existing public facilities and services are adequate to meet the needs of the proposed project without expanding beyond the historic use, which included an industrial

workforce of approximately forty employees and approximately 50 parking spaces.

8. Based on substantial evidence in the record, the proposed project will not cause substantial impacts to public health, safety, or welfare.

Conditions of Approval

- The applicant shall conform to all applicable provisions of the Inyo County and State Codes, including the Building and Safety and Health and Safety Codes.
- The applicant shall submit complete permit application materials and obtain a public water system supply permit for the Pool Water System (CA1400080). The applicant shall comply with all regulatory requirements as outlined by the State Water Resources Control Board, Division of Drinking Water, where applicable.
- All uses on the property shall comply with the permitted uses and development standards of the C-1-10,000 (General Commercial) zoning district as established in Title 18 of the Inyo County Code.
- Any exterior lighting installed on the property shall comply with the Inyo County Outdoor Lighting Ordinance and shall be shielded and directed downward to prevent light spillover onto adjacent residential properties. No exterior commercial or industrial lighting shall be illuminated outside approved hours of operation.
- Adequate onsite parking shall be maintained to serve all commercial tenant spaces in accordance with applicable County requirements. Under no circumstances shall parking associated with the use, overflow onto adjacent residential streets.
- Hours of operation for commercial tenant activity shall be from 6:00 a.m. to 9:00 p.m.
- All commercial activities associated with tenant use and spaces shall occur within the building, and under no circumstances shall occur in the street, the parking lot or any other area of the property.

FISCAL IMPACT:

Funding	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
N/A
Future Fiscal Year Impacts
N/A
Additional Information

Applicant paid for Planning Dept. application fee

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

- Do NOT approve the requested actions
- Return to staff with direction

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and Workforce

APPROVALS:

Cynthia Draper	Created/Initiated - 05/07/2026
Darcy Israel	Approved - 05/12/2026
Christian Milovich	Approved - 05/28/2026
Amy Shepherd	Approved - 05/29/2026
John Vallejo	Approved - 06/01/2026
David Fraser	Final Approval - 06/01/2026

ATTACHMENTS:

1. Board of Supervisors Ordinance - ZR 2025-03/Leatham
2. Exhibit A to Board of Supervisors Ordinance [Existing-Proposed]
3. BOS Resolution: GPA 2025-04/Leatham
4. Planning Commission Resolution 2026-02
5. Vicinity Map 1
6. Vicinity Map
7. Site Plan
8. Site photo
9. Building Photo

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION NO. 2025-
03/LEATHAM AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO TO
REFLECT THIS RECLASSIFICATION**

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the Board's general police power as well as Sections 18.81.310 and 18.81.350 of the Inyo County Code (ICC), which establish the procedure for the Board to enact changes to the County's Zoning Ordinance. The Board is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

SECTION II: FINDINGS

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearings held on this matter, this Board finds as follows:

- (1) Pursuant to ICC Section 18.81.320, Karen Leatham ("Applicant") applied to the Inyo County Planning Commission to reclassify the zone designation of a portion of the parcel located at 2290 Dixon Lane in the Bishop area, California, identified as APN 010-352-18 from Light Industrial (M-2-0.5) to General Commercial (C-1-10,000), and to have the County's Zoning Map amended to reflect this change (Zone Reclassification No. 2025-03/Leatham).
- (2) Applicant also applied to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from Light Industrial (LI) to Retail Commercial (RC) to best match the requested zoning and the planned commercial use of the property (General Plan Amendment No. 2025-04/Leatham).
- (3) On April 22, 2026, the Inyo County Planning Commission conducted a duly noticed public hearing on Zone Reclassification No. 2025-03/Leatham and General Plan Amendment No. 2025-04 (individually "project" or collectively the "projects"), following which, the Commission adopted Resolution No. 2026-02 which made various findings and recommended that this Board amend ICC Title 18 to rezone a portion of the parcel described in Section III of this Ordinance to General Commercial (C-1-10,000), and approve General Plan Amendment No. 2025-04/Leatham, subject to specified conditions.
- (4) On June 9, 2026, the Inyo County Board of Supervisors held a duly noticed public hearing pursuant to Government Code section 65856 and 65090 to consider the Planning Commission's recommendations, findings and conditions.

- (5) The findings of the Planning Commission made on April 22, 2026, with respect to Zone Reclassification No. 2025-03/Leatham and General Plan Amendment No. 2025-04/Leatham, outlined in Planning Commission Resolution No. 2026-02 are supported by the law and facts and are hereby incorporated herein as if fully set forth and adopted in their entirety by this Board.
- (6) The following conditions of approval imposed on Zone Reclassification No. 2025-03/Leatham and General Plan Amendment No. 2025-04/Leatham by the Planning Commission on April 22, 2026, are supported by the law and facts and are hereby adopted and imposed on the Projects in their entirety by this Board:
 - a. The applicant shall conform to all applicable provisions of the Inyo County and State Codes, including the Building and Safety and Health and Safety Codes.
 - b. The applicant shall submit complete permit application materials and obtain a public water system supply permit for the Pool Water System (CA1400080). The applicant shall comply with all regulatory requirements as outlined by the State Water Resources Control Board, Division of Drinking Water, where applicable.
 - c. All uses on the property shall comply with the permitted uses and development standards of the C-1-10,000 (General Commercial) zoning district as established in Title 18 of the Inyo County Code.
 - d. Any exterior lighting installed on the property shall comply with the Inyo County Outdoor Lighting Ordinance and shall be shielded and directed downward to prevent light spillover onto adjacent residential properties. No exterior commercial or industrial lighting shall be illuminated outside approved hours of operation.
 - e. Adequate onsite parking shall be maintained to serve all commercial tenant spaces in accordance with applicable County requirements. Under no circumstances shall parking associated with the use, overflow onto adjacent residential streets.
 - f. Hours of operation for commercial tenant activity shall be from 6:00 a.m. to 9:00 p.m.
 - g. All commercial activities associated with tenant use and spaces shall occur within the building, and under no circumstances shall occur in the street, the parking lot or any other area of the property.
- (7) The proposed Zone Reclassification is consistent with the goals, policies, and implementation measures in the Inyo County General Plan, including the proposed General Plan Amendment.
- (8) The proposed actions will act to further the orderly growth and development of the County by rezoning the property to General Commercial (C-1-10,000), which better reflects the reuse of the existing building for small commercial tenant spaces.

- (9) The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines because it involves the reuse of an existing structure with no expansion of use or building footprint.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

Subject to all relevant findings and conditions made herein and made and recommended by the Planning Commission on April 22, 2026 with respect to Zone Reclassification No. 2025/03/Leatham, which findings and conditions are incorporated herein as if fully set forth, the Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning of a portion of the parcel located at 2290 Dixon Lane in the Bishop area, CA (APN 010-352-18), as shown on Exhibit A, is changed from Light Industrial (M-2-0.5) to General Commercial (C-1-10,000).

SECTION IV: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

AYES:

NOES:

ABSTAIN:

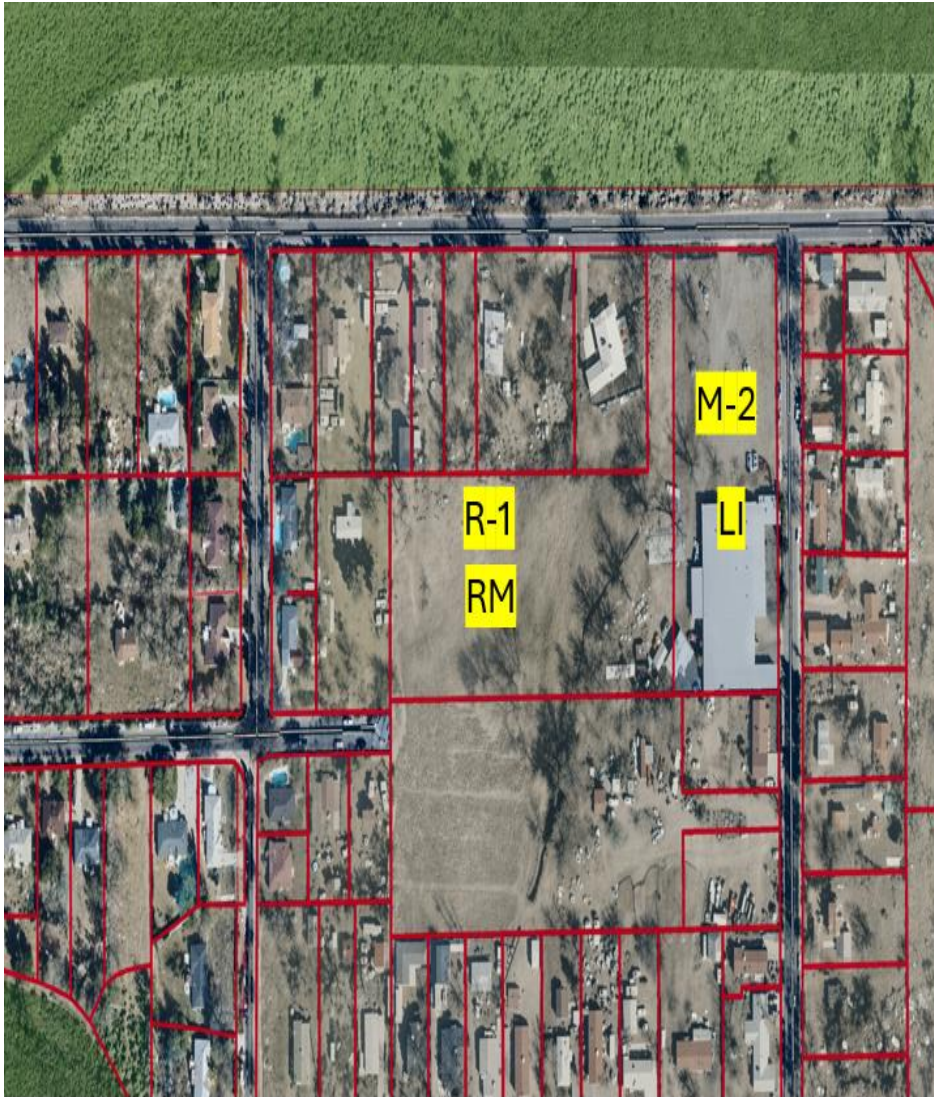
ABSENT:

Trina Orrill, Chairperson
Inyo County Board of Supervisors

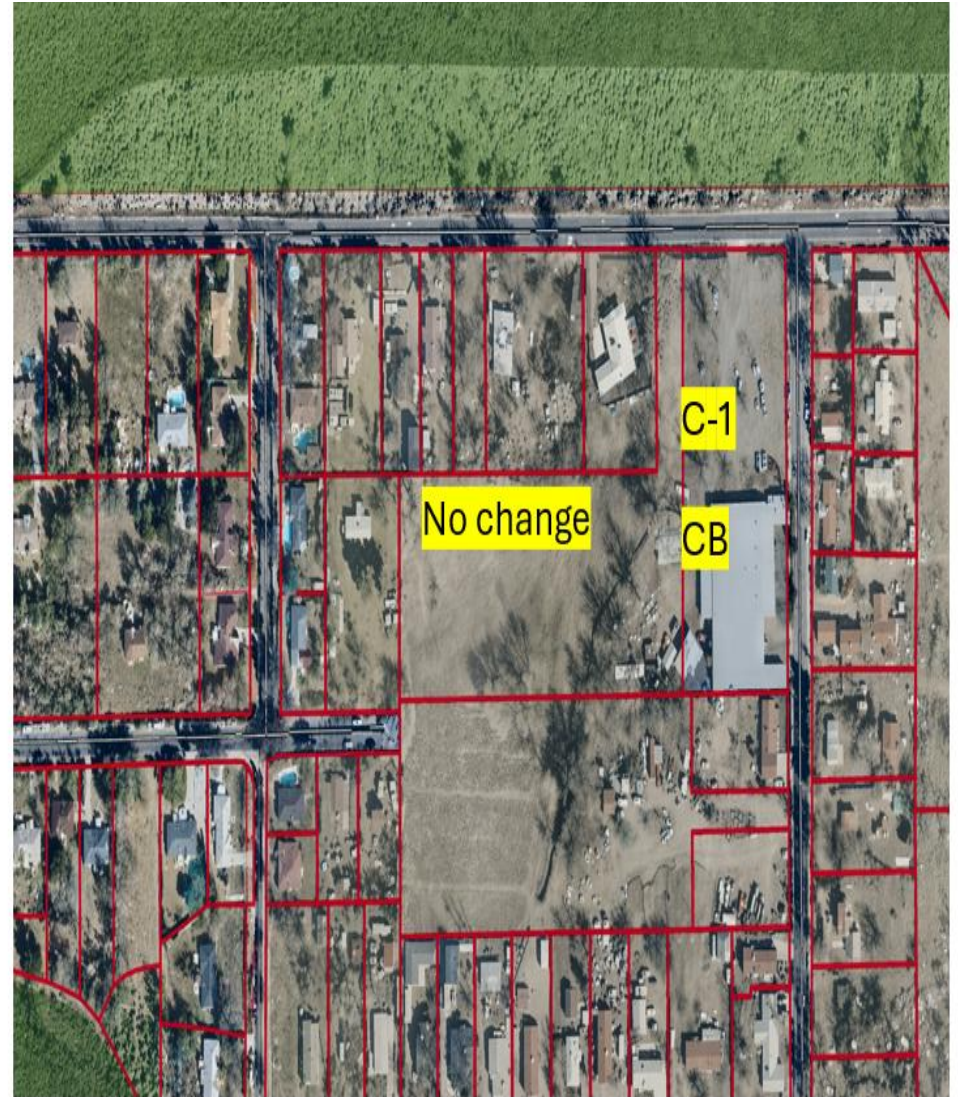
ATTEST:

David Fraser
Clerk of the Board

By: _____
Darcy Ellis, Assistant



Existing zone & General Plan



Proposed zone & General plan

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, CERTIFYING THAT THE PROVISIONS OF THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) HAVE BEEN MET AND
MAKING CERTAIN FINDINGS WITH RESPECT TO AND APPROVING GENERAL
PLAN AMENDMENT NO. 2025-04/LEATHAM**

WHEREAS, the Inyo County Planning Department received a complete application from Karen Leatham (“Applicant”), pursuant to ICC Section 18.81.320, to reclassify the zone designation of a portion of the parcel located at 2290 Dixon Lane in the Bishop area, California, identified as APN 010-352-18, from Light Industrial (M-2-0.5) to General Commercial (C-1-10,000), and to have the County’s Zoning Map amended to reflect this change (Zone Reclassification No. 2025-03/Leatham); and

WHEREAS, the Applicant applied, in a related required procedure, to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from Light Industrial (LI) to Retail Commercial (RC) to best match the requested zoning change and the planned commercial use of the property in General Plan Amendment No. 2025-04/Leatham; and

WHEREAS, Zone Reclassification No. 2025-03/Leatham and General Plan Amendment No. 2025-04/Leatham are collectively referred to herein as “the Projects;” and

WHEREAS, the Inyo County Planning Department determined the Projects are exempt from environmental review under CEQA Guidelines Section 15301 (Existing Facilities) on the basis that the project involves the reuse of an existing structure and involves negligible or no expansion of use; and

WHEREAS, the County sent certified letters initiating Native American consultation pursuant to California Government Code Sections 65040.2, 65092, 65351, 65352.3, 65352.4, and 65562.5 to the Lone Pine Paiute-Shoshone Tribe, Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation, Wuksachi Indian Tribe/Eshom Valley Band, Fort Independence Indian Community of Paiutes, Bishop Paiute Tribe, and the Big Pine Paiute Tribe of the Owens Valley; and

WHEREAS, following a duly noticed public hearing on April 22, 2026, the Inyo County Planning Commission adopted Resolution No. 2026-02 recommending that the Inyo County Board of Supervisors certify the Projects as exempt from CEQA and approve General Plan Amendment No. 2025-04/Leatham and Zone Reclassification No. 2025-03/Leatham subject to proposed findings and conditions; and

WHEREAS, on June 9, 2026, following a duly noticed public hearing, and having reviewed and considered all the information and evidence presented, including public testimony,

written comments, staff reports and presentation, the Board of Supervisors adopted an Ordinance approving Zone Reclassification No. 2025-03/Leatham; and

WHEREAS, on June 9, 2026, following a duly noticed public hearing, and having reviewed and considered all the information and evidence presented, including public testimony, written comments, staff reports and presentation, the Board of Supervisors makes the required findings and approves General Plan Amendment No. 2025-04/Leatham.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO
FINDS AND RESOLVES AS FOLLOWS:**

SECTION ONE: Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearings held on this matter, this Board finds as follows:

1. The above recitals are incorporated herein as findings.
2. General Plan Amendment No. 2025-04/Leatham and Zone Reclassification No. 2025-03/Leatham pertaining to the property located at 2290 Dixon Lane, Bishop area, APN 010-352-18, are exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities) because the projects involve the reuse of an existing structure and involves negligible or no expansion of use.
3. Based on substantial evidence in the record, the proposed projects are consistent with the Goals and Policies of the Inyo County General Plan. The proposed designation of Retail Commercial (RC) will allow the reuse of the existing building for commercial tenant spaces while maintaining a level of activity similar to what historically occurred when the building was occupied by the Caltron Corporation.
4. Based on substantial evidence in the record, the proposed General Plan Amendment will not result in a significant increase in traffic, including vehicle trips or pedestrian activity. The site has historically supported an industrial use employing approximately forty individuals and generating regular daily traffic. The proposed reuse of the existing building for small-scale commercial tenant spaces is not expected to increase traffic beyond what previously occurred on the site.
5. Based on substantial evidence in the record, the proposed project is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code. The proposed zoning designation of C-1-10,000 will allow the existing building to be reused for commercial purposes consistent with the proposed General Plan designation.
6. Based on substantial evidence in the record, the site is physically suited for the proposed type and density of development and that existing and planned public facilities and services are adequate to meet the needs of the proposed projects.

7. Based on substantial evidence in the record, the proposed change to the land use and zoning designations aligns with the current use of the property and existing building and allows the existing building to be repurposed for multiple small commercial tenant spaces without requiring new or additional construction or expansion of the building's footprint.
8. Based on substantial evidence in the record, the site is physically suited for the proposed type and density of development and finds that the existing public facilities and services are adequate to meet the needs of the proposed projects without expanding beyond the historic use, which included an industrial workforce of approximately forty employees and approximately 50 parking spaces.
9. Based on substantial evidence in the record, the proposed projects will not cause substantial impacts to public health, safety, or welfare.

SECTION TWO: Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearings held on this matter, the Board hereby approves General Plan Amendment No. 2025-04/Leatham subject to the following conditions:

1. The applicant shall conform to all applicable provisions of the Inyo County and State Codes, including the Building and Safety and Health and Safety Codes.
2. The applicant shall submit complete permit application materials and obtain a public water system supply permit for the Pool Water System (CA1400080). The applicant shall comply with all regulatory requirements as outlined by the State Water Resources Control Board, Division of Drinking Water, where applicable.
3. All uses on the property shall comply with the permitted uses and development standards of the C-1-10,000 (General Commercial) zoning district as established in Title 18 of the Inyo County Code.
4. Any exterior lighting installed on the property shall comply with the Inyo County Outdoor Lighting Ordinance and shall be shielded and directed downward to prevent light spillover onto adjacent residential properties. No exterior commercial or industrial lighting shall be illuminated outside approved hours of operation.
5. Adequate onsite parking shall be maintained to serve all commercial tenant spaces in accordance with applicable County requirements. Under no circumstances shall parking associated with the use, overflow onto adjacent residential streets.
6. Hours of operation for commercial tenant activity shall be from 6:00 a.m. to 9:00 p.m.
7. All commercial activities associated with tenant use and spaces shall occur within the building, and under no circumstances shall occur in the street, the parking lot or any other area of the property.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

AYES:

NOES:

ABSTAIN:

ABSENT:

Trina Orrill, Chairperson
Inyo County Board of Supervisors

ATTEST:
David Fraser
Clerk of the Board

By: _____
Darcy Ellis, Assistant

RESOLUTION NO. 2026-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE INYO COUNTY BOARD OF SUPERVISORS CERTIFY THAT THE PROPOSED PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE GENERAL PLAN AMENDMENT NO. 2025-04/LEATHAM AND ZONE RECLASSIFICATION NO. 2025-03/LEATHAM

WHEREAS, the Inyo County Board of Supervisors, by and through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act Guidelines and maintain responsibility for environmental review of County projects; and

WHEREAS, the Inyo County Planning Department determined that General Plan Amendment (GPA) No. 2025-04/Leatham and Zone Reclassification (ZR) No. 2025-03/Leatham, pertaining to the property located at 2290 Dixon Lane in the Bishop area, Assessor Parcel Number 010-352-18 (the "projects"), are exempt from environmental review pursuant to CEQA Guidelines Section 15301 (Existing Facilities) because the project involves the reuse of an existing structure and involves negligible or no expansion of use; and

WHEREAS, pursuant to Senate Bill 18 (SB18) and Government Code Section 65352.3, the County requested a list of applicable Native American contacts from the California Native American Heritage Commission (NAHC); and

WHEREAS, the NAHC transmitted a list of applicable Native American contacts to the County for purposes of SB18 consultation; and

WHEREAS, the County sent certified letters initiating Native American consultation pursuant to Government Code Sections 65352.3 and 65352.4 to the Lone Pine Paiute-Shoshone Tribe, Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation, Wuksachi Indian Tribe/Eshom Valley Band, Fort Independence Indian Community of Paiutes, Bishop Paiute Tribe, and the Big Pine Paiute Tribe of the Owens Valley; and

WHEREAS, as specified by Senate Bill 18 and Government Code Section 65352.3, the tribes have ninety (90) days to initiate consultation following notification; and

WHEREAS, no tribes requested consultation within the required consultation period; and

WHEREAS, pursuant to Government Code Sections 65353, 65354 and 65854 and 65855, the Inyo County Planning Commission is required to conduct a noticed public hearing on proposed General Plan Amendments and Zone Reclassifications and make a recommendation to the Board of Supervisors; and

WHEREAS, pursuant to Government Code sections 65353, 65354 and 65854 and 65855 notice of the public hearing was published in the Inyo Register and mailed to property owners within three hundred (300) feet of the project site; and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 22, 2026, to review the request for General Plan Amendment No. 2025-04/Leatham and Zone Reclassification No. 2025-03/Leatham and considered the staff report and all oral and written comments regarding the proposal; and

WHEREAS, ICC Section 18.03.020 states that the County's Zoning Ordinance must be consistent with the County's General Plan; and

WHEREAS, the proposed General Plan Amendment would change the permitted use and land use designation for a portion of the parcel from Light Industrial (LI) to Retail Commercial (RC) on property located at 2290 Dixon Lane (APN 010-352-18); and

WHEREAS, the proposed Zone Reclassification would change the zoning designation for a portion of the parcel from M-2-0.5 to C-1-10,000, consistent with the proposed General Plan designation.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all written and oral comment received at the April 22, 2026 hearing, including the Planning Department Staff Report, the Inyo County Planning Commission makes the following findings regarding the project and hereby recommends that the Inyo County Board of Supervisors make and adopt the following findings in their entirety.

RECOMMENDED FINDINGS

1. The recitals above are incorporated herein as findings.
2. General Plan Amendment No. 2025-04/Leatham and Zone Reclassification No. 2025-03/Leatham pertaining to the property located at 2290 Dixon Lane, Bishop area, APN 010-352-18, are exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities) because the project involves the reuse of an existing structure and involves negligible or no expansion of use.

3. Based on substantial evidence in the record, the proposed project is consistent with the Goals and Policies of the Inyo County General Plan. The proposed designation of Retail Commercial (RC) will allow the reuse of the existing building for commercial tenant spaces while maintaining a level of activity similar to what historically occurred when the building was occupied by the Caltron Corporation.
4. Based on substantial evidence in the record, the Planning Commission recommends that the Board of Supervisors find that the proposed General Plan Amendment will not result in a significant increase in traffic, including vehicle trips or pedestrian activity. The site has historically supported an industrial use employing approximately forty individuals and generating regular daily traffic. The proposed reuse of the existing building for small-scale commercial tenant spaces is not expected to increase traffic beyond what previously occurred on the site.
5. Based on substantial evidence in the record, the proposed project is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code. The proposed zoning designation of C-1-10,000 will allow the existing building to be reused for commercial purposes consistent with the proposed General Plan designation.
6. Based on substantial evidence in the record, the site is physically suited for the proposed type and density of development and that existing and planned public facilities and services are adequate to meet the needs of the proposed project.
7. Based on substantial evidence in the record, the proposed change to the land use and zoning designations align with the current use of the property and existing building and allows the existing building to be repurposed for multiple small commercial tenant spaces without requiring new or additional construction or expansion of the building footprint.
8. Based on substantial evidence in the record, the site is physically suited for the proposed type and density of development and finds that the existing public facilities and services are adequate to meet the needs of the proposed project without expanding beyond the historic use, which included an industrial workforce of approximately forty employees and approximately 50 parking spaces.

9. Based on substantial evidence in the record, the proposed project will not cause substantial impacts to public health, safety, or welfare.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors take the following actions.

RECOMMENDED ACTIONS

1. Certify that General Plan Amendment No. 2025-04/Leatham and Zone Reclassification No. 2025-03/Leatham are exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities).
2. Make certain findings with respect to and approve General Plan Amendment No. 2025-04/Leatham and Zone Reclassification No. 2025-03/Leatham based on all information in the public record and the recommendation of the Planning Commission.

PASSED AND ADOPTED this 22nd day of April, 2026, by the following vote of the Inyo County Planning Commission:

AYES: 4


NOES:

ABSTAIN:

ABSENT: 1



Kate Morley, Chair
Inyo County Planning Commission

ATTEST: 
Cathreen Richards,
Planning Director

By: 
Sally Faircloth,
Secretary of the Commission

Vicinity Map

2290 DIXON LN

Address: 2290 DIXON LN

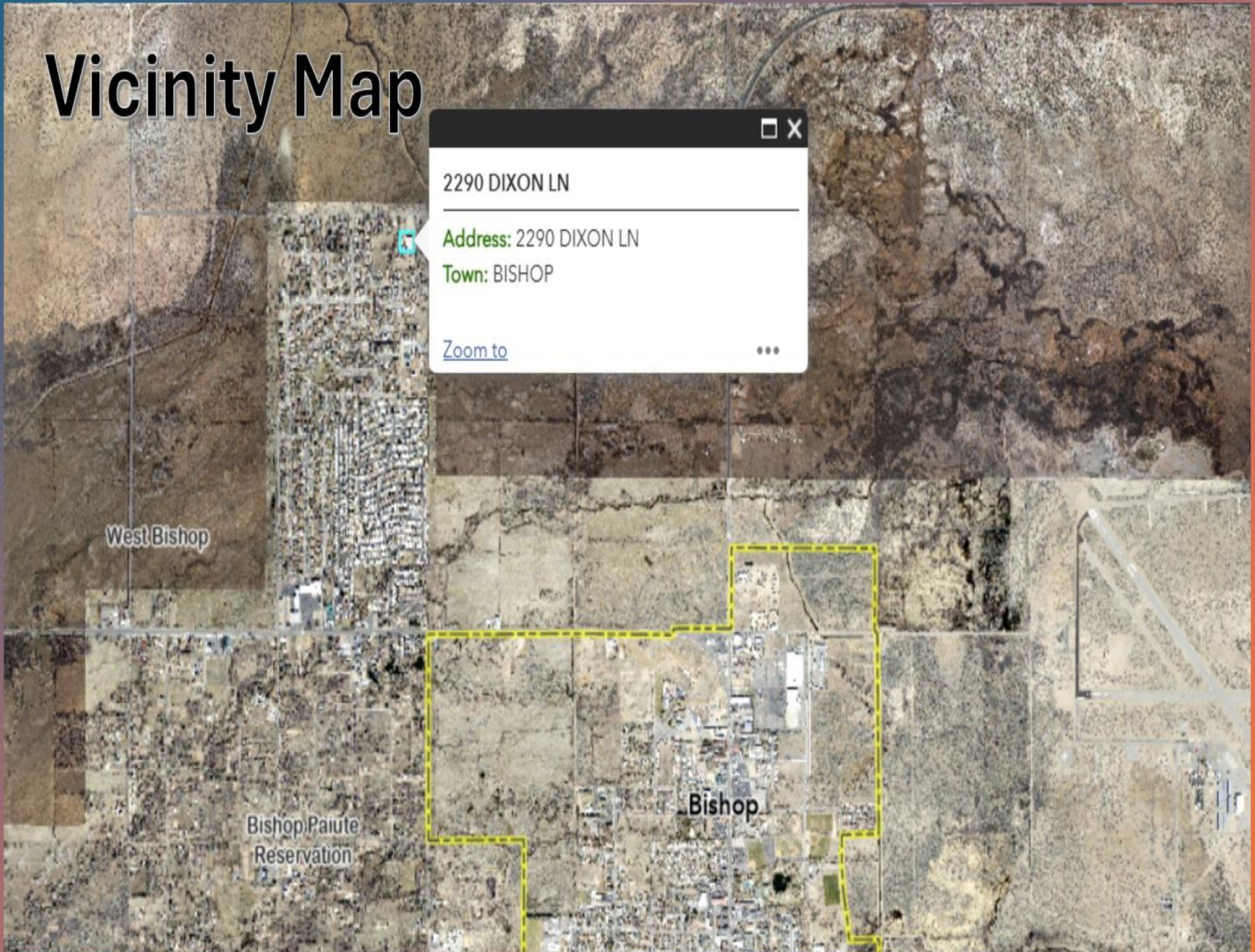
Town: BISHOP

[Zoom to](#)

West Bishop

Bishop Paiute
Reservation

Bishop



PROJECT LOCATION- 2290 Dixon Lane, Bishop



Danny J. Pool, Parcel #0103521800

Current Zoning: M2

2290 Dixon Lane, Bishop, CA 93514

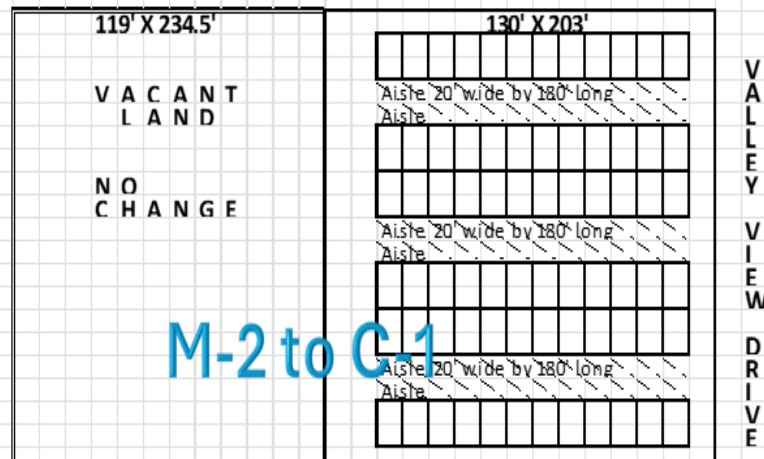
Proposed Zoning: C1

Each square represents 10'

Parking: 72 spaces 10'X20' 12 parking spot per row X

Parking Lot Size 120' by 180'. Currently a dirt parking

DIXON LANE



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M-2 to C1

358.6' X 227'

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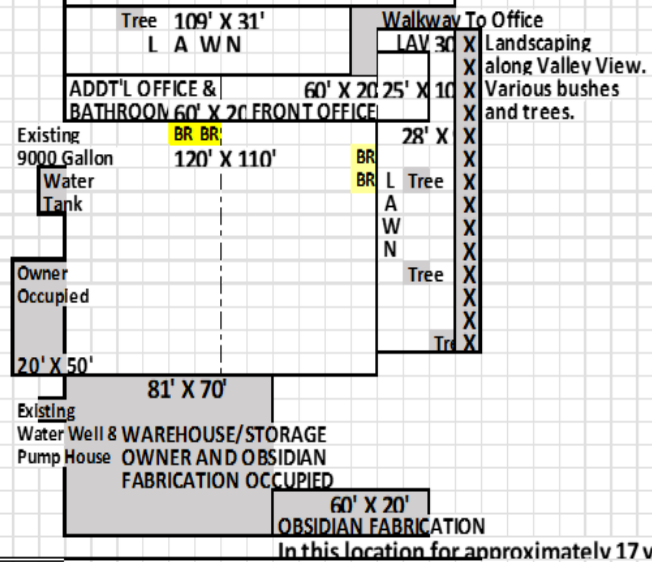
R-1

Zone: RMH 7200
R1

Existing Garage
15' X 20' 15' X 40'

Existing Car
Port

56' X 20'
Existing
Mobile Home



In this location for approximately 17 years







INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-230

Appointment to Inyo County Emergency Medical Care Committee (EMCC)

Health & Human Services - EMCC

ACTION REQUIRED

ITEM SUBMITTED BY

Anna Scott, Health & Human Services Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Appoint one representative to an unexpired 2-year term on the Emergency Medical Care Committee ending December 31, 2027. (*Notice of Vacancy resulted in requests for appointment from Amanda Wadelton and Dennis Freundt*).

BACKGROUND / SUMMARY / JUSTIFICATION:

The Emergency Medical Care Committee (EMCC) was established to review and report on ambulance service operations, the available emergency medical care, and the first-aid practices in Inyo County. EMCC consists of thirteen members: ten are designated by the member agencies and there are three at-large members. According to the EMCC by-laws, representatives from the member agencies are required to submit notification of their desire to represent the agency and your Board makes the final appointment.

Two of the three EMCC positions designated for member-at-large positions became vacant upon term expiration on December 31, 2025. A Notice of Vacancy was issued for two vacant EMCC member-at-large positions in December 2025 and January 2026, resulting in one applicant who was appointed to the EMCC in February 2026. Following the March EMCC meeting, another Notice of Vacancy was published and both Mr. Freundt and Ms. Wadelton submitted letters of interest to fill the single remaining vacant seat on the committee.

Both Ms. Wadelton and Mr. Freundt have provided information about their qualifications and interest in serving on the Emergency Medical Care Committee for your Board's consideration. Upon a request for additional information, Mr. Freundt indicated he would not be able to provide that information in a timely manner because he was out of the area, and indicated he intended to withdraw his name from consideration. Subsequently, Mr. Freundt indicated he was still interested in being appointed and so staff is bringing his request forward accordingly.

FISCAL IMPACT:

There is no financial impact associated with this request.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to appoint a candidate to the Emergency Medical Care Committee as a member-at-large, and/or instruct staff to readvertise the Notice of Vacancy for the vacant Member at Large seat on the EMCC. This is not recommended, however, because two willing and qualified candidates are available to fill the vacancy.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Bishop Fire Department, Sierra Life Flight (representing ground and air transport), Northern Inyo Hospital District, Inland Counties Emergency Medical Association (ICEMA), Big Pine Volunteer Fire Department, Southern Inyo Fire Protection District, Independence Volunteer Fire Department, Olancho-Cartago Volunteer Fire Department, Lone Pine Volunteer Fire Department, and Southern Inyo Hospital District.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services
High-Quality Services | Public Safety and Emergency Response

APPROVALS:

Anna Scott	Created/Initiated - 06/01/2026
Darcy Israel	Approved - 06/01/2026
Anna Scott	Approved - 06/01/2026
John Vallejo	Approved - 06/01/2026
David Fraser	Final Approval - 06/01/2026

ATTACHMENTS:

1. Letter of Interest - Dennis Freundt
2. Letter of Interest - Amanda Wadelton
3. A. Wadelton - Additional Info 5.27.26

To whom it may concern:

Re: Emergency Medical Care Committee:

I would like to be considered to fill the vacancy on the Emergency medical care committee. As an elected official. Part of what I ran on was to ensure that the city of Bishop would have the best emergency response protection that we could have as a rural city. The City Council in the past year has added 2 new fire vehicles to our aging fleet and 2 new full time fire personnel to our volunteer department to allow for better response time and fire prevention in the Valley. These are a couple of the items that have been accomplished over the past year with the support of the Council during my term.

Being a part of this committee would add to this commitment I made to the people of Bishop when they elected me in 2024. The EMS needs in the valley are critical for everyone. And I would like to be a part of shaping what that looks like in the immediate future and what it could look like over the next 5 to 10 years.

My wife and I own Freundt Enterprises DBA Grocery Outlet of Bishop. As a small business owner and having 30+ years in Big Box retail, I have many years of logistics and managing people, budgets and processes. I feel all of these are strong skills in public and private sectors. Being able to adapt to many different situations and working with different strategies.

Sincerely,

Dennis Freundt

Mayor Pro Tem

City of Bishop

Anna Scott

Subject: FW: EMCC board seat

From: Amanda Wadelton <wadeltona@gmail.com>

Sent: Friday, March 6, 2026 12:14 AM

To: Darcy Israel <disrael@inyocounty.us>

Subject: EMCC board seat

Good Morning!

I would like to officially considered for the open board member at large seat on EMCC.

I have worked in healthcare for 20 years and since coming to the Owen's Valley I have acquired my NREMT certification as well as the Wilderness Add-On. I live in Olancha and have previously worked at Southern Inyo Hospital and Mammoth Lakes Hospital. I am very excited at the opportunity to work with others who share a passion for providing the best healthcare and emergency services response possible in our area.

Please let me know if there is any additional information needed or more steps required to be considered for this position.

Thanks,

Amanda Wadelton

901.832.4600

Anna Scott

From: Amanda Wadelton [REDACTED]
Sent: Wednesday, May 27, 2026 7:46 AM
To: Anna Scott
Subject: Additional EMCC info

Anna Scott, EMCC, Inyo County Board of Supervisors,

I want to be on the EMCC to keep making connections that will allow continued improvement and continuity in our county's pre-hospital systems. I have been in healthcare since 2006 in various communities across the country and worked in different level tertiary care centers as a Rad Tech. I moved to Inyo County in 2020 and began to start learning how things worked and didn't work in this community then. I began my prehospital career as an EMT in 2023, with a certification I earned thru a county offered, local hospital sponsored class. I previously worked at Lone Pine Fire Dept. and when I moved began working at Olancho-Cartago Fire Dept, where I am still currently employed. I have also been a part of Inyo County Search and Rescue since 2024. I earned my Wilderness EMT credential in Mammoth Lakes in 2025. I am currently taking classes and gathering experience to earn my PIO cert within Incident Command structure. I previously worked at Southern Inyo Hospital as the Imaging Director and at Mammoth Lakes Hospital as a Rad Tech and am seeking out other opportunities to serve our community. I believe in and practice networking, and solid continued communication with ongoing dynamic training. I feel a seat on the EMCC will better equip me as an educated team member to understanding processes and taking advantage of opportunities to improve the care and response we are able to provide to residents and visitors on his or her worst day.

Thanks so Much for you Consideration,

Amanda G. Wadelton RT(R)(CT), NREMT(W)

On Fri, May 22, 2026 at 2:04 PM Anna Scott <ascott@inyocounty.us> wrote:

Dear Ms. Wadelton

Thank you for your interest in serving on the Inyo County Emergency Medical Care Committee. Your application has been received, and because this is a contested seat, the Board of Supervisors will be reviewing all candidate qualifications in detail as part of its appointment process.

In accordance with the Inyo County Appointment Policy, we are requesting that you submit a more robust application and/or resume. These materials will be included in the Board of Supervisors' deliberation packet to help ensure a thorough and fair evaluation.

Additionally, we invite you to attend the Board of Supervisors meeting on June 9, 2026, at which the appointment will be made. During that meeting, candidates may be asked questions regarding their qualifications. We encourage you to be prepared to discuss your experience and interest in serving on the committee. I will forward more detailed information regarding the expected time of the item once the Board agenda is published on June 2.

Please submit the requested materials to me at ascott@inyocounty.us by **May 27, 2026** to ensure they can be included for the Board's review.

If you have any questions or need assistance, please feel free to reach out.

Sincerely,



Health & Human Services

Anna Scott

Director

Inyo County Health and Human Services

O:760-872-3183

ascott@inyocounty.us

CONFIDENTIALITY NOTICE: This e-mail and any attachments may contain information which is confidential, sensitive, privileged, proprietary or otherwise protected by law. The information is solely intended for the named recipients, other authorized individuals, or a person responsible for delivering it to the authorized recipients. If you are not an authorized recipient of this message, you are not permitted to read, print, retain, copy or disseminate this message or any part of it. If you have received this e-mail in error, please notify the sender immediately by return e-mail and delete it from your e-mail inbox, including your deleted items folder.



INYO COUNTY BOARD OF SUPERVISORS

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DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-361

Contract with Inyo County Office of Education for Prevention and Early Intervention Activities Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY

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

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

A) Declare Inyo County Office of Education a sole-source provider of Prevention and Early Intervention Services; B) Ratify and approve the contract between the County of Inyo and Inyo County Office of Education for the provision of Prevention and Early Intervention services in an amount not to exceed \$80,000 for the period of November 3, 2025 through June 30, 2026; and C) Authorize the HHS Director to sign the contract and Business Associate Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

This contract with the Inyo County Office of Education (ICOE) continues to be part of the Mental Health Services Act (MHSA) Prevention & Early Intervention plan. These Prevention and Early Intervention funds will be used to partially support expanded school-based early intervention services for youth and families throughout Inyo County. The program includes individual and group counseling for students and families.

North Star Counseling is the sole source of low-cost/no-cost school-based early intervention counseling services for students that may not meet the specialty mental health medical necessity criteria for Medi-Cal services, provided by the County; they are the only qualified provider in the area that can provide these services. ICOE has facilities and staffing that are specialized and vital to the services being requested.

This contract is coming before your Board as a ratification due to staff and administration changes in Behavioral Health that delayed contract initiation. The approval of the contract was further delayed due to a requirement for ICOE to acquire additional cybersecurity insurance to meet County requirements, which took a substantial amount of time.

FISCAL IMPACT:

Funding Source	Mental Health Services Act - Prevention and Early Intervention funds	Budget Unit	045201
Budgeted?	Yes	Object Code	5265

Recurrence	Ongoing Expenditure	Sole Source?	Yes
If Sole Source, provide justification below			
North Star Counseling is the sole source of low cost/no cost school-based early intervention counseling services for students that may not meet the specialty mental health medical necessity criteria for Medi-Cal services, as they are the only qualified provider in the area that can provide these services. ICOE has facilities and staffing that are specialized and vital to the services being requested.			
Current Fiscal Year Impact			
Up to \$80,000 for the period between August 1, 2025 and June 30, 2026			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose to not approve this contract as recommended. This is not recommended as staff from both agencies has spent considerable time to arrive at the negotiated agreement and it is unlikely that other concessions will be made. Additionally, doing so would delay services to youth in our county.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Office of Education

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Melissa Best-Baker	Created/Initiated - 05/19/2026
Darcy Israel	Approved - 05/19/2026
Melissa Best-Baker	Approved - 05/19/2026
Gina Ellis	Approved - 05/19/2026
Anna Scott	Approved - 05/26/2026
Amy Shepherd	Approved - 05/28/2026
John Vallejo	Approved - 05/28/2026
David Fraser	Final Approval - 06/01/2026

ATTACHMENTS:

1. Prevention and Early Intervention Agreement
2. Sole Source Form

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Office of Education
FOR THE PROVISION OF Prevention and Early Intervention

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Inyo County Office of Education (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in herein. Requests by the County to the Contractor to perform under this Agreement will be made by Melissa Best Baker, whose title is: Deputy 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 that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have 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.

1.2. Tasks and Deliverables

- A. Early Intervention: School based Mental Health Counseling Program. School-based mental health counseling is an intervention activity designed to remove barriers to education so that students may achieve socially, emotionally, and academically. The goal is to reduce behavioral and disciplinary violation and unhealth/unsafe habits and improve school attendance and academic performance. North Star Counseling will provide direct service to students. Accountability and Reporting Data: North Star will administer the Pediatric Symptoms Checklist (PSC) upon in-take of each new student/family to obtain a baseline of cognitive, emotional and behavioral problems. It will be administered as a progress monitoring screen at roughly six weeks into treatment and again at 12 weeks into treatment. PSC data will be submitted to County at the end of each quarter (January, April and June). Demographic data will be collected for each client using the PEI

Demographic data form and provided to County at the end of each quarter (January, April, and June). Outcome survey data will be submitted at the end of each quarter (January, April and June) unless the client has just started with services and cannot yet be measured in terms of outcomes.

- B. **Prevention: Youth Mental Health First Aid (YMFA) Trainings for School Staff and Community Partners.** YMFA is for educators and community members who work with adolescents to have a five-step action plan in place for helping young people in crisis and non-crisis situations until appropriate mental health care can be provided. Four YMFA training sessions will be held between August and June.

2. **TERM**

The term of this Agreement shall be from Monday, November 3, 2025 to Tuesday, June 30, 2026 unless sooner terminated as provided below.

3. **CONSIDERATION**

3.1. **Payment Terms**

- A. **Compensation.** County shall pay to Contractor in accordance with the **Schedule of Fees** set forth in herein for the services and work described in the **Scope of Work** which are performed by Contractor at the County's request.
- B. **No additional consideration.** Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- C. **Limit upon amount payable under Agreement.** The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$80,000.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- D. **Federal and State taxes.**
 - i. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

- ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
- iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- iv. The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

3.2. Schedule of Fees

Contractor shall submit invoices each quarter for activities performed during the time period. Invoices shall include expenses for counselor to expand services and \$1,000 per Youth Mental Health Session.

Invoices are due in:

January (November thru December expenses),

April (January thru March expenses) and

July (April thru June expenses).

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

- A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in the **Scope of Work**. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

7. COUNTY PROPERTY

- A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are 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.
- 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. MINIMUM INSURANCE REQUIREMENTS

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:

8.1. 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.

8.2. 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.

8.3. 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.)*

8.4. 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.

8.5. Abuse/Molestation Liability (Sexual assault and misconduct)

Coverage with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate.

8.6. 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.

8.7. Contractor Broader Coverage

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

8.8. OTHER INSURANCE PROVISIONS

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

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

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

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:

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

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

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

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 the **Scope of Work**, Contractor has no authority to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of the County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed

or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

10. DEFENSE AND INDEMNITY

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 and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.
- B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by Contractor. Further, County has the right 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, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract any part of this Agreement without the written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the written consent of County.

15. DEFAULT

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

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 direct or indirect interest which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement not to seek or accept any employment with any entity which, 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 shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

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

23. NOTICE

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

County of Inyo:

Health and Human Services
1360 N Main Street Bishop CA, 93514

Contractor:

Inyo County Office of Education
P.O. Drawer E Independence, CA 93526

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.

For Inyo County

John-Carl Vallejo
SIGNATURE

John Vallejo
FULL NAME

DATE SIGNED

County Counsel
TITLE

Aaron Holmberg
SIGNATURE
Aaron Holmberg (May 17, 2026 10:15:19 PDT)

Aaron Holmberg
FULL NAME

DATE SIGNED

Risk Manager
TITLE

Kortni Girardin
SIGNATURE
Kortni Girardin (May 19, 2026 13:26:29 PDT)

on behalf of Amy Shepherd
FULL NAME

05/19/2026

DATE SIGNED

Auditor-Controller
TITLE

SIGNATURE

Anna Scott
FULL NAME

DATE SIGNED

HHS Director
TITLE

For Contractor

Barry Simpson
SIGNATURE

Barry Simpson
FULL NAME

DATE SIGNED

11/6/2025
SELPA Director Superintendent
TITLE

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 ~~Inyo County Office of Education~~, referred to herein as Business Associate (“BA”). This Agreement is effective as of November 1, 2025, (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 HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security 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: Anna Scott

Title: Director

Date: _____

BUSINESS ASSOCIATE

Inyo County Office of Education

By:  _____

Print Name: Barry Simpson

Title: Superintendent

Date: 11-6-2025












PEI agreement ICOE

Final Audit Report

2026-05-19

Created:	2026-05-15
By:	Melissa Best-Baker (mbestbaker@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhm9dlsuBlhM3pPb1FZVOFzuiQTaqUXLO

"PEI agreement ICOE" History

-  Document created by Melissa Best-Baker (mbestbaker@inyocounty.us)
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County of Inyo

Sole Source Authorization Form

Vendor: Inyo County Office of Education
Date: 05/15/2026

A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:

<input type="checkbox"/> The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
<input checked="" type="checkbox"/> The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
<input checked="" type="checkbox"/> The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
<input checked="" type="checkbox"/> The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
<input type="checkbox"/> A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
<input type="checkbox"/> A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
<input type="checkbox"/> \$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. <input type="checkbox"/> RFP/RFQ Received by Board Clerk on _____
X Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. Board Approval Required

County of Inyo

Sole Source Authorization Form

Sole Source Justification:

This contract with the Office of Education (ICOE) is a part of the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) plan. The PEI funds will be used to support expanded school-based early intervention services for youth and families throughout Inyo County. The program includes individual and group counseling for students and families.

North Star Counseling is the sole source of low cost/no cost school-based early intervention counseling services for students that do not meet the criteria to be seen by Inyo County Mental Health for Medi-Cal services, as they are the only qualified provider in the area that can provide these services. ICOE has facilities and staffing that are specialized and vital to the services being requested.

Department Head Signature

Sole Source Approval

Denelle Carrington (May 21, 2026 7:01:03 PDT)

Purchasing Agent Signature

County Counsel Signature

Kortni Girardin (May 26, 2026 12:56:18 PDT)

Auditor-Controller Signature

AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Office of Education
FOR THE PROVISION OF Prevention and Early Intervention

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Inyo County Office of Education (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in herein. Requests by the County to the Contractor to perform under this Agreement will be made by Melissa Best Baker, whose title is: Deputy 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 that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have 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.

1.2. Tasks and Deliverables

- A. Early Intervention: School based Mental Health Counseling Program. School-based mental health counseling is an intervention activity designed to remove barriers to education so that students may achieve socially, emotionally, and academically. The goal is to reduce behavioral and disciplinary violation and unhealth/unsafe habits and improve school attendance and academic performance. North Star Counseling will provide direct service to students. Accountability and Reporting Data: North Star will administer the Pediatric Symptoms Checklist (PSC) upon in-take of each new student/family to obtain a baseline of cognitive, emotional and behavioral problems. It will be administered as a progress monitoring screen at roughly six weeks into treatment and again at 12 weeks into treatment. PSC data will be submitted to County at the end of each quarter (January, April and June). Demographic data will be collected for each client using the PEI

Demographic data form and provided to County at the end of each quarter (January, April, and June). Outcome survey data will be submitted at the end of each quarter (January, April and June) unless the client has just started with services and cannot yet be measured in terms of outcomes.

- B. Prevention: Youth Mental Health First Aid (YMFA) Trainings for School Staff and Community Partners. YMFA is for educators and community members who work with adolescents to have a five-step action plan in place for helping young people in crisis and non-crisis situations until appropriate mental health care can be provided. Four YMFA training sessions will be held between August and June.

2. TERM

The term of this Agreement shall be from Monday, November 3, 2025 to Tuesday, June 30, 2026 unless sooner terminated as provided below.

3. CONSIDERATION

3.1. Payment Terms

- A. Compensation. County shall pay to Contractor in accordance with the **Schedule of Fees** set forth in herein for the services and work described in the **Scope of Work** which are performed by Contractor at the County's request.
- B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$80,000.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- D. Federal and State taxes.
 - i. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

- ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
- iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- iv. The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

3.2. Schedule of Fees

Contractor shall submit invoices each quarter for activities performed during the time period. Invoices shall include expenses for counselor to expand services and \$1,000 per Youth Mental Health Session.

Invoices are due in:

January (November thru December expenses),

April (January thru March expenses) and

July (April thru June expenses).

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

- A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in the **Scope of Work**. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

7. COUNTY PROPERTY

- A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are 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.
- 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. MINIMUM INSURANCE REQUIREMENTS

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:

8.1. 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.

8.2. 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.

8.3. 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.*)

8.4. 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.

8.5. Abuse/Molestation Liability (Sexual assault and misconduct)

Coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

8.6. 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.

8.7. Contractor Broader Coverage

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

8.8. OTHER INSURANCE PROVISIONS

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

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

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

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:

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

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

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

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 the **Scope of Work**, Contractor has no authority to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of the County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed

or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

10. DEFENSE AND INDEMNITY

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 and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.
- B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by Contractor. Further, County has the right 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, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract any part of this Agreement without the written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the written consent of County.

15. DEFAULT

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

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 direct or indirect interest which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement not to seek or accept any employment with any entity which, 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 shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

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

23. NOTICE

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

County of Inyo:

Health and Human Services
1360 N Main Street Bishop CA, 93514

Contractor:

Inyo County Office of Education
P.O. Drawer E Independence, CA 93526

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.

For Inyo County

John-Carl Vallejo
SIGNATURE

John Vallejo
FULL NAME

DATE SIGNED

County Counsel
TITLE

Aaron Holmberg
SIGNATURE
Aaron Holmberg (May 17, 2026 10:15:19 PDT)

Aaron Holmberg
FULL NAME

DATE SIGNED

Risk Manager
TITLE

Kortni Girardin
SIGNATURE
Kortni Girardin (May 19, 2026 13:26:29 PDT)

on behalf of Amy Shepherd
FULL NAME

05/19/2026

DATE SIGNED

Auditor-Controller
TITLE

SIGNATURE

Anna Scott
FULL NAME

DATE SIGNED

HHS Director
TITLE

For Contractor

Barry Simpson
SIGNATURE

Barry Simpson
FULL NAME

DATE SIGNED

11/6/2025
SELPA Director Superintendent
TITLE









ICOE Sole Source and Contract-no BAA Revised

Final Audit Report

2026-05-26

Created:	2026-05-26
By:	Melissa Best-Baker (mbestbaker@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0oYZ8n__zQCZAzSeoqdKDo0D9y0kbejp

"ICOE Sole Source and Contract-no BAA Revised" History

-  Document created by Melissa Best-Baker (mbestbaker@inyocounty.us)
2026-05-26 - 6:37:18 PM GMT
-  Document emailed to John-Carl Vallejo (jcvallejo@inyocounty.us) for signature
2026-05-26 - 6:38:43 PM GMT
-  Email viewed by John-Carl Vallejo (jcvallejo@inyocounty.us)
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Signature Date: 2026-05-26 - 6:48:12 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to Kortni Girardin (kgirardin@inyocounty.us) for signature
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-  Email viewed by Kortni Girardin (kgirardin@inyocounty.us)
2026-05-26 - 7:55:42 PM GMT
-  Document e-signed by Kortni Girardin (kgirardin@inyocounty.us)
Signature Date: 2026-05-26 - 7:56:18 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-05-26 - 7:56:18 PM GMT



COUNTY OF INYO
CALIFORNIA

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INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-324

Behavioral Health Integrated Plan Presentation and Approval

Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY

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

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

A) Receive a presentation on the Behavioral Health Integrated Plan (Fiscal Year 2026-2027 through Fiscal Year 2028-2029); B) Approve the plan and authorize the Behavioral Health Director to make non-substantive revisions if further revisions are requested by the California Department of Health Care Services; and C) Authorize the HHS Director and County Administrator to sign the plan submission documents.

BACKGROUND / SUMMARY / JUSTIFICATION:

In March 2024, the voters passed Proposition 1, a transformation of California's behavioral health system. The Behavioral Health Services Act (BHSA) modernizes the Mental Health Services Act, passed by voters in 2004, to address today's behavioral health system and needs. These reforms expand services to include treatment for people with substance use disorders, prioritize care for individuals with the most serious mental illnesses, provide ongoing resources for housing interventions and workforce, and continue investments in prevention, early intervention, and innovative pilot programs. Housing is an essential component of behavioral health treatment, recovery, and stability. Beginning in 2026 under the Behavioral Health Services Act, 30 percent of each county's funding allocation must be used for housing interventions for Californians with the most significant behavioral health needs who are homeless or at risk of homelessness. Half of that amount is prioritized for those experiencing chronic homelessness.

California counties are required under the Behavioral Health Services Act (BHSA) to develop three-year Integrated Plans (IPs) that outline how they will use behavioral health funding to meet statewide and local outcome measures, reduce disparities, and address unmet needs along the behavioral health care continuum. An integrated plan is a strategic document that identifies funding sources; sets goals for mental health and substance use disorder services; addresses housing, recovery and community supports; and ensures transparency through a community planning process. IPs were required to facilitate local and statewide data collection by providing data on services and planned expenditures and supporting analysis of county goals and outcomes. The IP has 14 State Goals and one local goal.

Fortunately, the Inyo County HHS Public Health Division completed a Community Health Assessment in 2024 and Northern Inyo Healthcare District and Southern Inyo Healthcare District jointly completed a

Community Health Needs Assessment in late 2025. Both assessments had input from the community and stakeholders. Mental Health and Substance Use Disorder issues were identified as top priorities in both needs assessments.

HHS submitted the draft plan to the California Department of Health Care Services on March 30, 2026 and received revision requests on April 30, 2026. The revisions requested were data corrections, clearer narrative information and timelines on interventions, and three new questions about CARE Court that were added for all counties in April.

In accordance with the requirement for a 30-day comment period, HHS posted the integrated plan on the County website on April 2, 2026 and disseminated the plan throughout the County. The Department held a public hearing on May 13, 2026 as part of the Behavioral Health Advisory Board meeting to incorporate public comment into the draft of the Plan. At that time, the Behavioral Health Advisory Board reviewed and approved the Plan.

While no additional funding is being provided, counties are now responsible for serving a broader population, which includes both individuals with severe mental illness and individuals with substance use disorders, and for adding a housing component.

The three BHSA-funded programs included in Plan are:

1. Housing Interventions- The Department has requested the ability to spend less than the required 30% of the total BHSA allocation and will be incorporating these new housing requirements into the housing program that is already administered by HHS.
2. Behavioral Health Services and Supports (BSS), which include the following programs:
 - Children's System of Care- Family Strengthening Team
 - Adult and Older System of Care- Education by Behavioral Health Nurse
 - Early Intervention Programs- Northstar Counseling Services contract and Outreach and Engagement activities
 - Workforce, Education and Training- used for staff and community trainings
 - Capital Facilities and Technology Needs- Electronic Health Record, Bishop Wellness Center Bathroom repair, and Information Services staff

The final draft of the Integrated Plan must be submitted to the California Department of Healthcare Services by June 30, 2026. HHS will continue to incorporate non-substantive changes to the document, if and as requested by DHCS, until receiving final state approval on the three-year plan.

FISCAL IMPACT:

Funding Source	State Behavioral Health Services Act funds	Budget Unit	505303
Budgeted?	Yes	Object Code	2200
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Funds are deposited into the BHSA trust and budgeted as revenue in the BHSA budget (045201). BHSA expenses are tracked and transfers occur quarterly.
Future Fiscal Year Impacts
Funds are deposited into the BHSA trust and budgeted as revenue in the BHSA budget (045201). BHSA expenses are tracked and transfers occur quarterly.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Behavioral Health Integrated Plan. This would prohibit further use of these funds until an acceptable Plan that can meet BHSA regulations can be formulated. BHSA funds currently comprise approximately one third of all funds available for mental health services in Inyo.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

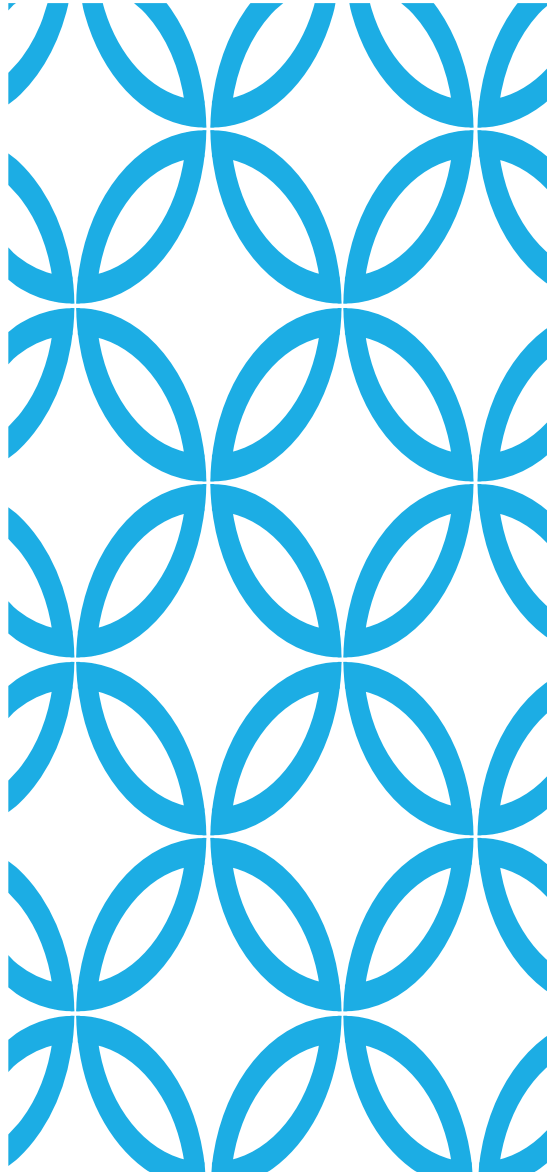
Thriving Communities | Improve Housing Opportunities
Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Lucy Vincent	Created/Initiated - 05/05/2026
Melissa Best-Baker	Approved - 05/05/2026
Lucy Vincent	Approved - 05/05/2026
Darcy Israel	Approved - 05/12/2026
Anna Scott	Approved - 05/14/2026
Amy Shepherd	Approved - 05/14/2026
John Vallejo	Approved - 05/15/2026
Denelle Carrington	Final Approval - 05/15/2026

ATTACHMENTS:

1. Behavioral Health Integrated Plan Presentation
2. Inyo County 2026-2029 Integrated Plan
3. Inyo Integrated Plan Budget



INYO COUNTY BEHAVIORAL HEALTH INTEGRATED PLAN

Supporting Our Community's Health & Wellbeing

WHAT DO WE MEAN BY INYO COUNTY BEHAVIORAL HEALTH?

Mental
Health

Substance
Use Disorder

Driving Under
the Influence
program

Progress
House

Wellness
Centers

Crisis Care
Mobile Unit

Crisis
Response

Family
Strengthening
Team

Drug Court

BEHAVIORAL HEALTH SERVICES ACT

The Behavioral Health Services Act modernizes the Mental Health Services Act, passed by voters in 2004, to address today's behavioral health system and needs. These reforms expand services to include treatment for people with substance use disorders, prioritize care for individuals with the most serious mental illnesses, provide ongoing resources for housing interventions and workforce, and continue investments in prevention, early intervention, and innovative pilot programs. Housing is an essential component of behavioral health treatment, recovery, and stability.

DATA



THE DATA IS TO PROVIDE A HIGH-LEVEL OVERVIEW OF THE COUNTY BEHAVIORAL HEALTH SYSTEM'S POPULATIONS SERVED, TECHNOLOGICAL INFRASTRUCTURE, AND SERVICES PROVIDED.



DEPARTMENT OF HEALTH CARE SERVICES REQUIRED DATA BE BASED ON FY 2023-2024

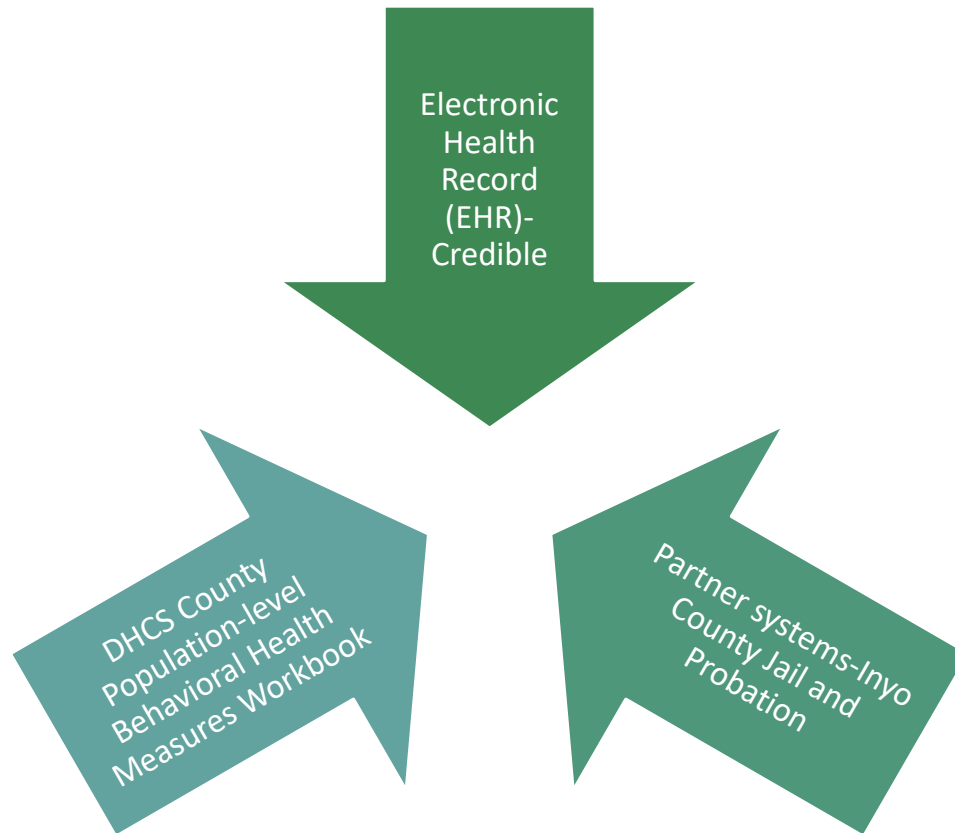


GIVES US AN IDEA OF WHAT WE SHOULD BE COLLECTING AND WHAT WILL BE REQUESTED IN THE FUTURE.



UNFORTUNATELY, STATEWIDE, WE ARE GROUPED WITH OTHER SMALL COUNTIES AND INYO SPECIFIC DATA NOT AVAILABLE.

WHERE DID THIS DATA COME FROM?



STATEWIDE DE BH GOALS

All measures are
publicly available and
provided by DHCS



There are 14 goals.

Goals may have primary measures,
supplemental measures, disparities
analysis and cross-measure
questions

STATE GOALS

Access to Care

Homelessness

Institutionalization

Justice-
Involvement

Removal of
Children from
Home

Untreated
Behavioral Health
Conditions

Care experience

Engagement in
School

Engagement in
Work

Overdoses

Prevention and
Treatment of Co-
Occurring Physical
Health Conditions

Quality of Life

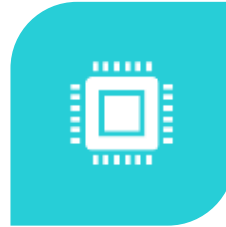
Social Connection

Suicides

COMMUNITY PLANNING PROCESS



INYO COUNTY PUBLIC HEALTH
COMMUNITY HEALTH
ASSESSMENT (CHA) 2024



INYO COUNTY PUBLIC HEALTH
COMMUNITY HEALTH
IMPROVEMENT PLAN (CHIP)
2025-2028



INYO COMMUNITY HEALTH
NEEDS ASSESSMENT (CHNA)
BY NORTHERN INYO
HEALTHCARE DISTRICT AND
SOUTHERN INYO HEALTHCARE
DISTRICT 2026

Both included the
required
outreach to
stakeholder
organizations.

Both had Mental
Health and SUD
as a priority
health need

MANAGED CARE M/C PLAN

Health Net will be focusing on
Access to Care, Homelessness,
Untreated BH Conditions

Anthen will be focusing on
Homelessness, Justice Involved
and Untreated BH Conditions

BHSA FUNDED PROGRAMS

Behavioral Health Services and Supports (BSS)

- Children's System of Care
 - Family Strengthening Team
- Adult and Older System of Care
 - Education by Nurse
- Early Intervention Programs
 - Northstar contract
- Workforce, Education and Training

Full Service Partnership Program (FSP)

- Wellness Centers
- Evidence Based Programs
 - As a small county, we are waived until 2029

Housing

- Planning
- Interventions



We receive an average of \$2,300,000 each year



This is a three-year budget estimate. We used FY 25/26 spending to develop the budgets. We are required to do an annual update each year.



For this reporting period, we reduced housing to 15% and moved that % to BSS

BHSA ESTIMATE S

MHSA VS. BHSA

Mental Health Services Act

- ★ 76% Community Services and Supports
 - ★ 50% Full Service Partnerships
 - ★ 50% General System Delivery and Outreach & Engagement
- ★ 19% Prevention and Early Intervention
 - ★ 51% spent on youth
- ★ 5% Innovation (INN)
- ★ Transfer of up to 20% CSS to:
 - ★ Workforce Education and Training (WET)
 - ★ Capital Facilities/Technological Needs

Behavioral Health Services Act

- ★ 35% Full Service Partnerships
- ★ 35% Behavioral Health Services & Support (BHSS)
 - ★ 50% on Early Intervention (EI)
 - ★ 50% on youth
 - ★ 50% on Adult System of Care, WET, INN, Outreach & Engagement
- ★ 30% Housing Interventions

COMMENT PERIOD AND PUBLIC HEARING

Public Comment

- April 1, 2026 – May 4, 2026

BHAB Public Hearing

- May 13, 2026

Inyo Board of Supervisors

- May 26, 2026 or June 23, 2026

NEXT STEPS



Waiting for the State to review and submit comments and requested changes



Collect Public Comments and prepare a final version



Work with the County Administrator and HHS Director to review plan and approve it

2026 - 2029 Integrated Plan

Inyo County

The Behavioral Health Services Act (BHSA) requires counties to submit three-year Integrated Plans (IPs) for Behavioral Health Services and Outcomes. For related policy information, refer to [3.A. Purpose of the Integrated Plan](#).

General Information

All fields must be completed unless marked as optional. You don't need to finish everything at once—your progress will be saved automatically as you go. Use “Return to plan” to navigate between sections and track overall progress. For related policy information, refer to [3.A. General Information](#).

General Information

County, City, Joint Powers, or Joint Submission

County

Entity Name

Inyo County

Behavioral Health Agency Name

Inyo County Department of Health and Human Services

Behavioral Health Agency Mailing Address

1360 North Main Street, Suite 201 Bishop, CA 93514

Primary Mental Health Contact

Name

Melissa Best-Baker

Email

mbestbaker@inyocounty.us

Phone

7608780232

Secondary Mental Health Contact

Name

Joshua Vega

Email

jvega@inyocounty.us

Phone

7608720904

Primary Substance Use Disorder Contact

Name

Melissa Best-Baker

Email

mbestbaker@inyocounty.us

Phone

7608780232

Secondary Substance Use Disorder Contact

Name

Vacant Addiction Supervisor

Email

mbestbaker@inyocounty.us

Phone

7608736533

Primary Housing Interventions Contact

Name

Stephanie Rubio

Email

srubio@inyocounty.us

Phone

7608720905

Compliance Officer for Specialty Mental Health Services (SMHS)

Name

Lori Bengochia

Email

lbengochia@inyocounty.us

Compliance Officer for Drug Medi-Cal Organized Delivery System (DMC-ODS) Services

Name

NA

Email

Behavioral Health Services Act (BHSA) Coordinator

Name	Email address
Joshua Vega	jvega@inyocounty.us

Substance Abuse and Mental Health Services Administration (SAMHSA) liaison

Name	Email address
Melissa Best-Baker	Mbestbaker@inyocounty.us

Quality Assurance or Quality Improvement (QA/QI) lead

Name	Email address
Lori Bengochia	lbengochia@inyocounty.us

Medical Director

Name	Email address
Dr. Anne Goshgarian	annegoshgarian@gmail.com
Dr. William Lofthouse	wlofthouse@namhs.com

County Behavioral Health System Overview

Please provide the [city/county behavioral health system](#) (inclusive of mental health and substance use disorder) information listed throughout this section. The purpose of this section is to provide a high-level overview of the city/county behavioral health system's populations served, technological infrastructure, and services provided. This information is intended to support city/county planning and transparency for stakeholders. The Department of Health Care Services recognizes that some information provided in this section is subject to change over the course of the Integrated Plan (IP) period. All data should be based on FY preceding the year plan development begins (i.e., for 2026-2029 IP, data from FY 2023-2024 should be used).

All fields must be completed unless marked as optional. You don't need to finish everything at once—your progress will be saved automatically as you go. Use “Return to plan” to navigate between sections and track overall progress. For related policy information, refer to [3.E.2 General Requirements](#).

Populations Served by County Behavioral Health System

Includes individuals that have been served through the county Medi-Cal Behavioral Health Delivery System and individuals served through other county behavioral health programs. Population-level behavioral health measures, including for untreated behavioral health conditions, are covered in the Statewide Behavioral Health Goals section and County Population-Level Behavioral Health Measure Workbook. For related policy information, refer to [2.B.3 Eligible Populations](#) and [3.A.2 Contents of the Integrated Plan](#).

Children and Youth

In the table below, please report [the number of children and youth](#) (under 21) served by the county behavioral health system who meet the criteria listed in each row. **Counts may be duplicated as individuals may be included in more than one category.**

Criteria	Number of Children and Youth Under Age 21
Received Medi-Cal Specialty Mental Health Services (SMHS)	90
Received at least one substance use disorder (SUD) individual-level prevention and/or early intervention service	11
Received Drug Medi-Cal (DMC) or Drug Medi-Cal Organized Delivery System (DMC-ODS) services	11
Received mental health (MH) and SUD services from the mental health plan (MHP) and DMC county or DMC-ODS plan	101

Criteria	Number of Children and Youth Under Age 21
<p>Accessed the Early Psychosis Intervention Plus Program, pursuant to Welfare and Institutions Code Part 3.4 (commencing with section 5835), Coordinated Specialty Care, or other similar evidence-based practices and community-defined evidence practices for early psychosis and mood disorder detection and intervention programs</p>	0
<p>Were chronically homeless or experiencing homelessness or at risk of homelessness</p>	13
<p>Were in the juvenile justice system</p>	0
<p>Have reentered the community from a youth correctional facility</p>	0
<p>Were served by the Mental Health Plan and had an open child welfare case</p>	18
<p>Were served by the DMC County or DMC-ODS plan and had an open child welfare case</p>	0

Criteria	Number of Children and Youth Under Age 21
Have received acute psychiatric care	0

Adults and Older Adults

In the table below, please report the number of adults and older adults (21 and older) served by the county behavioral health system who meet the criteria listed in each row. **Counts may be duplicated as individuals may be included in more than one category.**

Criteria	Number of Adults and Older Adults
Were dual-eligible Medicare and Medicaid members	73
Received Medi-Cal SMHS	285
Received DMC or DMC-ODS services	54
Received MH and SUD services from the MHP and DMC county or DMC-ODS plan	20
Were chronically homeless, or experiencing homelessness, or at risk of homelessness	22

Criteria	Number of Adults and Older Adults
Experienced unsheltered homelessness	0
Moved from unsheltered homelessness to being sheltered (emergency shelter, transitional housing, or permanent housing)	0
Of the total number of those who moved from unsheltered homelessness to being sheltered, how many transitioned into permanent housing	0
Were in the justice system (on parole or probation and not currently incarcerated)	0
Were incarcerated (including state prison and jail)	1484
Reentered the community from state prison or county jail	0
Received acute psychiatric services	0

Input the number of persons in designated and approved facilities who were

Admitted or detained for 72-hour evaluation and treatment rate

0

Admitted for 14-day and 30-day periods of intensive treatment

0

Admitted for 180-day post certification intensive treatment

0

Please report the total population enrolled in Department of State Hospital (DSH) Lanterman-Petris-Short (LPS) Act programs

0

Please report the total population enrolled in DSH community solution projects (e.g., community-based restoration and diversion programs)

0

Of the data reported in this section, are there any areas where the county would like to provide additional context for DHCS's understanding?

Yes

Please explain

Inyo County, as a small and rural jurisdiction, faces longstanding infrastructure limitations that impact its ability to fully capture and report the level of data requested by DHCS for the BHSI Integrated Plan. Challenges include limited staffing capacity, reliance on fragmented or non-integrated data systems, and geographic barriers that affect consistent data collection and reporting workflows. These constraints make comprehensive, timely, and standardized reporting difficult under current conditions. However, addressing these gaps is a key priority within the BHSI Integrated Plan. The plan includes a focused effort to strengthen data infrastructure, improve system integration, and enhance staff capacity for data tracking and reporting. Through these investments, Inyo County aims to build a more reliable and efficient data system that supports improved transparency, program evaluation, and service delivery outcomes. These concerns reflect the lack of data in some areas.

Please describe the local data used during the planning process

Local data used during the planning process was drawn from multiple sources across Inyo County and partner agencies. Much of this information originated from fragmented electronic health record (EHR) systems that are currently in the process of being integrated across additional areas of the agency to improve data quality, consistency, and accessibility. Additional data inputs were provided by partner systems, including Inyo County Jail and Probation, where data collection remains a combination of electronic records, legacy systems with duplicative entries, and anecdotal or staff-reported information. As a result, while the County was able to compile meaningful insights to inform planning, the data required

significant reconciliation and validation. Strengthening data integration and reducing system fragmentation will be a key focus moving forward to support more accurate, efficient, and comprehensive data-driven planning. These concerns reflect the lack of data in some areas.

If desired, provide documentation on the local data used during the planning process

Local CARE Act Implementation

Identify the specific service components within your 3-year Integrated Plan that will support CARE participants. Explain how the county will ensure these individuals receive priority access and specialized coordination within the broader behavioral health continuum, including housing if appropriate.

Individuals in the CARE program will receive priority access and specialized coordination in Full Service Partnerships and housing.

Describe how CARE referral pathways will be integrated into existing referral and service pathways within the county behavioral health system.

We are a Health and Human Services Agency. The CARE program is organized out of our Adult Protective Services (APS) division but they use the Behavioral Health electronic health record. A monthly CARE multidisciplinary team meeting is being organized to ensure collaboration.

Describe the process for identifying and redirecting individuals who are potentially eligible for CARE to alternative pathways when a formal petition is not required or appropriate. For individuals redirected from CARE, describe how the county will confirm and document successful connection to services.

We have established a collaborative screening and engagement process to identify individuals who may meet criteria for the Community Assistance, Recovery, and Empowerment (CARE) Act while ensuring that individuals are redirected to the least restrictive and most clinically appropriate services whenever possible.

Referrals may originate from behavioral health staff, hospitals, law enforcement, family members, or courts. Upon referral, the identified Social Worker conducts an initial review of available information to determine whether the individual appears to meet CARE eligibility criteria, including the presence of a qualifying serious mental illness, functional impairment, and indicators of untreated behavioral health needs.

When staff determine that a formal CARE petition is not appropriate, the individual is redirected to alternative pathways to address their immediate behavioral health, housing, medical, or social service needs in a voluntary and person-centered manner.

All activities are documented in our electronic health record. Staff will document any individuals identified and redirected to an alternative pathway.

County Behavioral Health Technical Infrastructure

Cities submitting their Integrated Plan independently from their counties do not have to complete this section. For related policy information, refer to [6.C.1 Promoting Access to Care Through Efficient Use of State and County Resources Introduction](#).

Does the county behavioral health system use an Electronic Health Record (EHR)?

Yes

Please select which of the following EHRs the county uses

Qualifacts credible.

County participates in a Qualified Health Information Organization (QHIO)?

Yes

Please select which QHIO the county participates in

SacValley MedShare

Application Programming Interface Information

Counties are required to implement Application Programming Interfaces (API) in accordance with [Behavioral Health Information Notice \(BHIN\) 22-068](#) and federal law.

Please provide the link to the county's API endpoint on the county behavioral health plan's website

<https://www.inyocounty.us/behavioral-health>

Does the county wish to disclose any implementation challenges or concerns with these requirements?

No

Counties are required to meet admission, discharge, and transfer data sharing requirements as outlined in the attachments to BHINs [23-056](#), [23-057](#), and [24-016](#). Does the county wish to disclose any implementation challenges or concerns with these requirements?

No

County Behavioral Health System Service Delivery Landscape

Cities submitting their Integrated Plan independently from their counties do not have to complete this section. For related policy information, refer to [6.C.1 Promoting Access to Care Through Efficient Use of State and County Resources Introduction](#).

Substance Abuse and Mental Health Services Administration (SAMHSA) Projects for Assistance in Transition from Homelessness (PATH) Grant

Will the county participate in [SAMHSA's PATH Grant](#) during the Integrated Plan period?

No

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?

No

Community Mental Health Services Block Grant (MHBG)

Will the county behavioral health system participate in any [MHBG](#) set-asides during the Integrated Plan period?

Yes

Please select all set asides that the county behavioral health system plans to participate in under the MHBG

Discretionary/Base Allocation

Dual Diagnosis Set-Aside

First Episode Psychosis Set-Aside

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?

Yes

Please describe these challenges or concerns:

While we accept the FEP Set-Aside, there is a very low client count for this funding (1). However, we continue to provide training opportunities to staff for when that case is identified.

Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG)

Will the county behavioral health system participate in any [SUBG](#) set asides during the Integrated Plan period?

Yes

Please select all set-asides that the county behavioral health system participates in under SUBG

Discretionary

Primary Prevention Set-Aside

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?

No

Opioid Settlement Funds (OSF)

Will the county behavioral health system have planned expenditures for [OSF](#) during the Integrated Plan period?

Yes

Please check all set asides the county behavioral health system participates in under [OSF Exhibit E](#)

Connect People Who Need Help to The Help They Need (Connections to Care)
Leadership, Planning, and Coordination
Prevent Overdose Deaths and Other Harms (Harm Reduction)
Support People in Treatment and Recovery
Treat Opioid Use Disorder (OUD)

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?

No

Bronzan-McCorquodale Act

The [county behavioral health system](#) is mandated to provide the following community mental health services as described in the [Bronzan-McCorquodale Act](#) (BMA).

- a. Case Management
- b. Comprehensive Evaluation and Assessment
- c. Group Services
- d. Individual Service Plan
- e. Medication Education and Management
- f. Pre-crisis and Crisis Services
- g. Rehabilitation and Support Services
- h. Residential Services
- i. Services for Homeless Persons
- j. Twenty-four-hour Treatment Services
- k. Vocational Rehabilitation

In addition, BMA funds may be used for the specific services identified in the list below.

Select all services that are funded with BMA funds:

Not Applicable

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?

Yes

Please describe these challenges or concerns:

Over the last few years we have seen an increase in clients who have had to be conserved, and their placements have been for longer than a year. Finding placements has been difficult and is always at least 5 hours from our county.

Public Safety Realignment (2011 Realignment)

The county behavioral health system is required to provide the following services which may be funded under the [Public Safety Realignment \(2011 Realignment\)](#)

- a. Drug Courts
- b. Medi-Cal Specialty Mental Health Services, including Early Periodic Screening Diagnostic Treatment (EPSDT)
- c. Regular and Perinatal Drug Medi-Cal Services
- d. Regular and Perinatal DMC Organized Delivery System Services, including EPSDT
- e. Regular and Perinatal Non-Drug Medi-Cal Services

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?

Yes

Please describe these challenges or concerns

Since we are a State DMC Plan county, residential treatment services are not a covered service for adults. We have no residential treatment services in our county and most clients have to move to another county to qualify for DMC-ODS services and get the treatment they need. We have struggled for over a decade to get a contract with a residential treatment program for perinatal or youth clients. We don't have enough of the need to pay a facility to hold a bed for us.

Medi-Cal Specialty Mental Health Services (SMHS)

The county behavioral health system is mandated to provide the following services under [SMHS](#) authority (no action required).

- a. Adult Residential Treatment Services
- b. Crisis Intervention
- c. Crisis Residential Treatment Services
- d. Crisis Stabilization
- e. Day Rehabilitation
- f. Day Treatment Intensive
- g. Mental Health Services
- h. Medication Support Services
- i. Mobile Crisis Services
- j. Psychiatric Health Facility Services
- k. Psychiatric Inpatient Hospital Services
- l. Targeted Case Management
- m. Functional Family Therapy for individuals under the age of 21
- n. High Fidelity Wraparound for individuals under the age of 21
- o. Intensive Care Coordination for individuals under the age of 21
- p. Intensive Home-based Services for individuals under the age of 21
- q. Multisystemic Therapy for individuals under the age of 21
- r. Parent-Child Interaction Therapy for individuals under the age of 21
- s. Therapeutic Behavioral Services for individuals under the age of 21
- t. Therapeutic Foster Care for individuals under the age of 21
- u. All Other [Medically Necessary](#) SMHS for individuals under the age of 21

Has the county behavioral health system opted to provide the specific Medi-Cal SMHS identified in the list below as of June 30, 2026?

Peer Support Services

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?

No

Drug Medi-Cal (DMC)/Drug Medi-Cal Organized Delivery System (DMC-ODS)

Select which of the following services the county behavioral health system participates in
[DMC](#) Program

Drug Medi-Cal Program (DMC)

The county behavioral health system is mandated to provide the following services as a part of the [DMC Program](#) (no action required)

- a. All Other [Medically Necessary Services](#) for individuals under age 21
- b. Intensive Outpatient Treatment Services
- c. Medications for Addiction Treatment (including medication, counseling services, and behavioral therapy) (MAT)
- d. [Mobile Crisis Services](#)
- e. Narcotic Treatment Program (NTP) Services
- f. Outpatient Treatment Services
- g. Perinatal Residential Substance Use Disorder (SUD) Treatment for pregnant women and women in the postpartum period

Does the county wish to disclose any implementation challenges or concerns with the requirements under this program?

No

Has the county behavioral health system opted to provide the specific services identified in the list below?

Peer Support Services

Other Programs and Services

Please list any other programs and services the county behavioral health system provides through other federal grants or other county mental health and SUD programs

Program or service

Care Transitions

Has the county implemented the state-mandated [Transition of Care Tool for Medi-Cal Mental Health Services](#) (Adult and Youth)?

Yes

Does the county's Memorandum of Understanding include a description of the system used to transition a member's care between the member's mental health plan and their managed care plan based upon the member's health condition?

Yes

Statewide Behavioral Health Goals

All fields must be completed unless marked as optional. You don't need to finish everything at once-your progress will be saved automatically as you go. Use "Return to plan" to navigate between sections and track overall progress. For related policy information, refer to, please see [3.E.6 Statewide behavioral health goals](#).

Population-Level Behavioral Health Measures

The [statewide behavioral health goals and associated population-level behavioral health measures](#) must be used in the county Behavioral Health Services Act (BHSA) planning process and should inform resource planning and implementation of targeted interventions to improve outcomes for the fiscal year(s) being addressed in the IP. For more information on the statewide behavioral health goals, please see the [Policy Manual Chapter 2, Section C](#).

Please review your county's status on each population-level behavioral health measure, including the primary measures and supplemental measures for each of the 14 goals. All measures are publicly available, and counties are able to review their status by accessing the measures via DHCS-provided instructions and the County Population-Level Behavioral Health Measure Workbook.

As part of this review, counties are required to evaluate disparities related to the six priority statewide behavioral health goals. Counties are encouraged to use their existing tools, methods, and systems to support this analysis and may also incorporate local data sources to strengthen their evaluation.

Please note that several Phase 1 measures include demographic stratifications – such as race, sex, age, and spoken language – which are included in the prompts below. Counties may also use local data to conduct additional analyses beyond these demographic categories.

For related policy information, refer to [E.6.1 Population-level Behavioral Health Measures](#).

Mark page as complete

Priority statewide behavioral health goals for improvement

Counties are required to address the six priority statewide behavioral health goals in this section. Cities should utilize data that corresponds to the county they are located within. As such, the City of Berkeley should use data from Alameda County and Tri-City should use data from Los Angeles County. For related policy information, refer to [E.6.2 Primary and Supplemental Measures](#).

Access to care: Primary measures

Specialty Mental Health Services (SMHS) Penetration Rates for Adults and Children & Youth (DHCS), FY 2023

How does your county status compare to the statewide rate?

For adults/older adults

Above

For children/youth

Above

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

Non-Specialty Mental Health Services (NSMHS) Penetration Rates for Adults and Children & Youth (DHCS), FY 2023

How does your county status compare to the statewide rate?

For adults/older adults

Above

For children/youth

Above

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

Drug Medi-Cal (DMC) Penetration Rates for Adults and Children & Youth (DHCS), FY 2022 - 2023

How does your county status compare to the statewide rate?

For adults/older adults

Below

For children/youth

Not Applicable

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

Drug Medi-Cal Organized Delivery System (DMC-ODS) Penetration Rates for Adults and Children & Youth (DHCS), FY 2022 - 2023

How does your county status compare to the statewide rate?

For adults/older adults

Not Applicable

For children/youth

Not Applicable

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

Access to care: Supplemental Measures

Initiation of Substance Use Disorder Treatment (IET-INI) (DHCS), FY 2023

How does your county status compare to the statewide rate?

Below

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

Access to care: Disparities Analysis

For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis

As noted in the BH workbook Inyo County reflects disparity data for the initiation of SUD treatment. With new leadership in Behavioral Health, we will be working to develop relationships with all the local providers and identify opportunities to work together. We are strengthening our services by reviewing State requirements, staff strengths, and policies and procedures. We are not necessarily looking at starting new programs but strengthening the current programs. We are showing below statewide average for initiation of SUD treatment. We are moving from a DUI only focus and implementing Prop 36 and other required SUD programs. We have already seen an increase in clients in the last year.

Access to care: Cross-Measure Questions

Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may increase your county's level of access to care. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships, or initiatives the county is implementing (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes

With new leadership in Behavioral Health, we will be working to develop relationships with all the local providers and identify opportunities to work together. We are strengthening our services by reviewing State requirements, staff strengths, and policies and procedures. We are not necessarily looking at starting new programs but strengthening the current programs. We are showing below statewide average for initiation of SUD treatment. We are moving from a DUI only focus and implementing Prop 36 and other required SUD

programs. We have already seen an increase in clients in the last year.

File Upload

Please identify the category or categories of funding that the county is using to address the access to care goal

BHSA Behavioral Health Services and Supports (BHSS)

1991 Realignment

2011 Realignment

Substance Use Block Grant (SUBG)

Community Mental Health Block Grant (MHBG)

Homelessness: Primary measures

People Experiencing Homelessness Point-in-Time Count (Rate per 10,000 people by Continuum of Care Region) (HUD), 2024

How does your county status compare to the PIT Count Rate out of every 10,000 people by Continuum of Care region?

Same

What disparities did you identify across demographic groups or special populations?

Age

Gender

Race or Ethnicity

Other

Please describe other

Other [The 2025 PIT Count shows a higher concentration of adults ages 25-64 particularly individuals aged 55 and older. Men are disproportionately represented among people experiencing homelessness. Racial disparities are evident, with American Indian/Alaska Native individuals overrepresented relative to the general population. Chronic homelessness is largely concentrated among unsheltered adults, indicating structural barriers to housing stability for older and long-term unhoused individuals.]

Homeless Student Enrollment by Dwelling Type, California Department of Education (CDE), 2023 - 2024

How does your county status compare to the statewide rate?

Below

What disparities did you identify across demographic groups or special populations?

Age

Gender

Other

Please describe other

Other [Homelessness student enrollment in Inyo County remains lower than the statewide average. However, disparities persist among school-aged children from American/Alaska Native and Hispanic/Latina/o backgrounds. Housing instability among families continues to intersect with poverty, geographic isolation, and limited housing stock, particularly in rural areas.]

Homelessness: Supplemental Measures

PIT Count Rate of People Experience Homelessness with Severe Mental Illness, (Rate per 10,000 people by Continuum of Care Region) (HUD), 2024

How does your county status compare to the PIT Count Rate out of every 10,000 people by Continuum of Care region?

Same

What disparities did you identify across demographic groups or special populations?

Age

Gender

Race or Ethnicity

Other

Please describe other

Other [Adults with serious mental illness represent a substantial portion of the homeless population, with prevalence highest among unsheltered adults and those experiencing chronic homelessness. Older adults are disproportionately impacted, suggesting the need for integrated housing, behavioral health, and long-term supportive services.]

PIT Count Rate of People Experience Homelessness with Chronic Substance Abuse, (Rate per 10,000 people by Continuum of Care Region) (HUD), 2024

How does your county status compare to the PIT Count Rate out of every 10,000 people by Continuum of Care region?

Same

What disparities did you identify across demographic groups or special populations?

Age

Gender

Race or Ethnicity

Other

Please describe other

[Chronic substance abuse is more prevalent among adults ages 35-64 and among individuals experiencing unsheltered and chronic homelessness. The overlap between substance abuse disorders and long-term homelessness highlights the need for harm-reduction-based outreach and permanent supportive housing models within the CoC

People Experiencing Homelessness Who Accessed Services from a Continuum of Care (CoC) Rate (BCSH), 2023 (This measure will increase as people access services.)

How does your local CoC's rate compare to the average rate across all CoCs?

Below

What disparities did you identify across demographic groups or special populations?

Age

Gender

Other

Please describe other

Other [Service access rated within the ESCoC are lower than the statewide CoC average, reflecting geographic barriers, limited provider capacity, and transportation challenges common in rural regions. Individuals who are unsheltered, older, and chronically homeless are less likely to access services consistently, underscoring the need for expanded outreach and mobile service delivery models.]

Homelessness: Disparities Analysis

For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis

We utilized the data from our Homeless Management Information System (HMIS) and Point in Time (PIT) Count. The PIT count is done each year in late January, which is not during favorable weather conditions. We antidotally know that there are more homeless individuals during the warmer weather months. In 2022, Inyo County Health and Human Services became the lead for the Continuum of Care. We have spent the last few years training staff and partners how to use Coordinated Entry and HMIS. We believe that services are being provided to clients but partners are not using HMIS. We will be focusing on training partners to use the systems and collecting the data.

Homelessness: Cross-Measure Questions

Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may reduce your county's level of homelessness in the population experiencing severe mental illness, severe SUD, or co-occurring conditions. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships, or initiatives the county is implementing (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes)

We are a Health and Human Services Department and have a housing program. We will be moving that program into the Behavioral Health division. In 2022, Inyo County Health and Human Services became the lead for the Continuum of Care. We have spent the last few years training staff and partners how to use Coordinated Entry and HMIS. We believe that services are being provided to clients but partners are not using HMIS. We will be focusing on training partners to use the systems and collecting the data. We received a grant to develop a flex pool policy/program. We are also contracting with the managed care plans to provide transitional rent. All of these programs will be tracked in HMIS.

File Upload

Please identify the category or categories of funding that the county is using to address the homelessness goal

BHSA Housing Interventions

Other

Please describe other

We will be utilizing Social Services funding and ReEntry monies when appropriate for our housing program.

Institutionalization

Per 42 CFR 435.1010, an institution is "an establishment that furnishes (in single or multiple facilities) food, shelter, and some treatment or services to four or more persons unrelated to the proprietor." Institutional settings are intended for individuals with conditions including, but not limited to, behavioral health conditions.

Care provided in inpatient and residential (i.e., institutional) settings can be clinically appropriate and is part of the care continuum. Here, institutionalization refers to individuals residing in these settings longer than clinically appropriate. Therefore, the goal is not to reduce stays in institutional settings to zero. The focus of this goal is on reducing stays in institutional settings that provide a Level of Care that is not – or is no longer – the least restrictive environment. (no action)

Institutionalization: Primary Measures**Inpatient administrative days (DHCS) rate, FY 2023**

How does your county status compare to the statewide rate/average?

For adults/older adults

Not Applicable

For children/youth

Not Applicable

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

Institutionalization: Supplemental Measures**Involuntary Detention Rates, FY 2021 - 2022**

How does your county status compare to the statewide rate/average?

14-day involuntary detention rates per 10,000

Not Applicable

30-day involuntary detention rates per 10,000

Not Applicable

180-day post-certification involuntary detention rates per 10,000

Not Applicable

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

Conservatorships, FY 2021 - 2022

How does your county status compare to the statewide rate/average?

Temporary Conservatorships

Not Applicable

Permanent Conservatorships

Not Applicable

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

SMHS Crisis Service Utilization (Crisis Intervention, Crisis Residential Treatment Services, and Crisis Stabilization) (DHCS), FY 2023

Increasing access to crisis services may reduce or prevent unnecessary admissions to institutional facilities

How does your county status compare to the statewide rate/average?

Crisis Intervention

For adults/older adults

Not Applicable

For children/youth

Not Applicable

Crisis Residential Treatment Services

For adults/older adults

Not Applicable

For children/youth

Not Applicable

Crisis Stabilization

For adults/older adults

Below

For children/youth

Not Applicable

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

Institutionalization: Disparities Analysis

For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis

As a small frontier county, our numbers are so minimal that we are usually grouped with other small counties. This gives us guidance on data points to collect and consider locally. The only measure with data shows that we are below the state average by .01 for adult crisis stabilization. For a small county, that could be one client.

Institutionalization: Cross-Measure Questions

What additional local data do you have on the current status of institutionalization in your county? (Example: utilization of Mental Health Rehabilitation Center or Skilled Nursing Facility-Special Treatment Programs)

We have an excel worksheet that we track this data which is very minimal.

File Upload

Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may reduce your county's rate of institutionalization. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships or initiatives the count is implementing (e.g., enhancing crisis response services targeting a sub-population in which data demonstrates they have poorer outcomes)

With new leadership in Behavioral Health, we will be working to develop relationships with all the local providers and identify opportunities to work together. We will be looking into our relationship and Memorandum of Understanding with Kern County who has our closest Crisis Stabilization Unit. We have implemented a Crisis Care Mobile Unit. This includes working with law enforcement to respond to crisis events in the field. We believe this partnership has been a huge success and will decrease our transports to Crisis Stabilization and Institutionalizations.

File Upload

Please identify the category or categories of funding that the county is using to address the institutionalization goal

1991 Realignment

2011 Realignment

Justice-Involvement: Primary Measures

Arrests: Adult and Juvenile Rates (Department of Justice), Statistical Year 2023

How does your county status compare to the statewide rate/average?

For adults/older adults

Above

For juveniles

Above

What disparities did you identify across demographic groups or special populations?

Age

Gender

Race or Ethnicity

Other

Please describe other

Inyo County has limited locally available jail and arrest data disaggregated by race, gender, and age. However, clear disparities are evident by age, with very low juvenile incarceration and much higher adult incarceration, and by gender, as the jail population is overwhelmingly male. Based on statewide and rural California trends, racial and ethnic disparities—particularly impacting Native American and Latino residents—are also likely present, though they cannot yet be fully quantified due to data limitations.

Justice-Involvement: Supplemental Measures**Adult Recidivism Conviction Rate (California Department of Corrections and Rehabilitation (CDCR)), FY 2019 - 2020****How does your county status compare to the statewide rate/average?**

Not Applicable

What disparities did you identify across demographic groups or special populations?

Other

No Disparities Data Available

Please describe other

No Data Available / Cannot Determine The statewide three-year recidivism conviction rate for individuals released from California Department of Corrections and Rehabilitation in FY 2019-20 was 39.1 percent, based on CDCR's recidivism report. Inyo County's specific recidivism conviction rate is not available in the CDCR data; therefore, a direct comparison to the statewide average cannot be determined from currently published sources.

Incompetent to Stand Trial (IST) Count (Department of State Hospitals(DSH)), FY 2023

Note: The IST count includes all programs funded by DSH, including, state hospital, Jail Based Competency Treatment (JBCT), waitlist, community inpatient facilities, conditional release, community-based restoration and diversion programs. However, this count excludes county-funded programs. As such, individuals with Felony IST designations who are court-ordered to county-funded programs are not included in this count.

How does your county status compare to the statewide rate/average?

Above

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

Other

Please describe other

No Disparities Data Available Inyo County's DSH-funded IST population is small in absolute numbers, but individuals found Incompetent to Stand Trial are disproportionately people with serious mental illness and co-occurring substance use disorders. Even with low counts, this population represents a high-need, high-risk group that experiences longer jail stays, delayed access to treatment, and greater barriers to restoration and re-entry compared to the general justice-involved population. Limited local forensic and community-based restoration capacity may further impact rural residents who must wait longer or travel farther to access DSH-funded services.

Justice-Involvement: Disparities Analysis

For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis

Inyo County data show disparities in justice system involvement by age and gender, with adult incarceration rates (~4,122 per 100,000) above the statewide average and jail populations predominantly male. Juvenile involvement is very low, with fewer than 10 minors incarcerated annually, resulting in a rate well below the statewide juvenile arrest rate. Although local data are limited, statewide and rural trends suggest Native American and Latino residents are likely overrepresented in justice-involved populations. The small IST population highlights additional disparities for individuals with serious mental illness and co-occurring substance use disorders, who face longer jail stays and limited access to DSH-funded restoration programs in rural areas.

Justice-Involvement: Cross-Measure Questions

Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may reduce your county's level of justice-involvement for those living with significant behavioral health needs. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships or initiatives the count is implementing (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes)

We will be strengthening SUD and ReEntry services. With new leadership in Behavioral Health, we will be working to develop relationships with all the local providers and identify opportunities to work together. We are strengthening our services by reviewing State requirements, staff strengths, and policies and procedures. We are lucky to have a clinician assigned to provide Mental Health and SUD services at the jail full time. We have also had a long time vacancy in our ReEntry staff. All of those positions are filled and working together to better serve the clients at the jail and as they are released.

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Please identify the category or categories of funding that the county is nusing to address the justice-involvement goal

1991 Realignment

2011 Realignment

Federal Financial Participation (SMHS, DMC/DMC-ODS)

Other

Please describe other

County Corrections Partnership Funding

Removal Of Children from Home: Primary Measures

Children in Foster Care (Child Welfare Indicators Project (CWIP)), as of January 2025

How does your county status compare to the statewide rate?

Below

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

Removal Of Children from Home: Supplemental Measures

Open Child Welfare Cases SMHS Penetration Rates (DHCS), 2022

How does your county status compare to the statewide rate?

Below

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

Child Maltreatment Substantiations (CWIP), 2022

How does your county status compare to the statewide rate?

Below

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

Removal Of Children from Home: Disparities Analysis

For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis

Inyo County has a very small population of children in foster care. Due to the limited number of children in care at any given time, calculating demographic differences—such as by age, gender, race/ethnicity, sex, or spoken language—would result in unstable rates or suppressed data. As a result, no reliable disparities data is available for the county report. This is consistent with patterns observed in other small, rural counties where low volumes of foster care placements limit the ability to identify statistically meaningful disparities.

Although disparities data are not available, Inyo County continues to provide equitable services and support to all children and families in the foster care system. Case management, placement decisions, and supportive services are guided by California Child Welfare Digital Services protocols and best practice standards, ensuring that every child receives timely access to appropriate care regardless of demographic characteristics. The county emphasizes family and kinship placements whenever possible and collaborates

closely with regional partners to meet the unique needs of children in care.

The county also monitors trends and changes in foster care populations over time. Even with low numbers, Inyo County reviews all placements, services, and outcomes to identify potential areas of concern and opportunities for improvement. Should the foster care population increase or demographic patterns shift, the county will update its analysis and report any identified disparities in future Integrated Plan submissions. These ongoing monitoring and quality improvement efforts reflect Inyo County's commitment to equitable outcomes for all children in foster care.

Removal Of Children from Home: Cross-Measure Questions

Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may increase your county's level of access to care. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships, or initiatives the county is implementing (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes)

Inyo County Health and Human Services is an integrated agency and works closely with Child Welfare Services.

With the support of anecdotal data as well as data supported from the BH Workbook, this area of focus remains high importance.

The integrated structure allows behavioral health, social services, and supportive services to share information, align interventions, and provide timely support to children and families. Our HHS agency leads the Interagency Leadership Team. We are revisiting the use of CANS in CFTs and who can complete the CANS. The new Deputy Director of Behavioral Health will be reaching out to mental health partners to complete the CANS for our foster youth in their care and participating in the CFT meetings.

We are working with our Child Welfare Services to ensure that every child removed from a home or receiving services from their team are referred to Mental Health. A contractor has been hired to work on their policies and procedures. We also do a check each month to ensure that referrals have been made for the current active case loads. If a youth is not being seen by County Mental Health, we ensure they are being provided services at a different provider (i.e. local Indian Health Services).

File Upload

Please identify the category or categories of funding that the county is nusing to address the removal of children from home goal

1991 Realignment

2011 Realignment

Untreated Behavioral Health Conditions: Primary Measures

Follow-Up After Emergency Department Visits for Substance Use (FUA-30), 2022

How does your county status compare to the statewide rate/average?

For the full population measured

Above

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

Follow-Up After Emergency Department Visits for Mental Illness (FUM-30), 2022

How does your county status compare to the statewide rate/average?

For the full population measured

Above

What disparities did you identify across demographic groups or special populations?

No Disparities Data Available

Untreated Behavioral Health Conditions: Supplemental Measures

Adults that needed help for emotional/mental health problems or use of alcohol/drugs who had no visits for mental/drug/alcohol issues in past year(CHIS), 2023

How does your county status compare to the statewide rate?

For the full population measured

Below

What disparities did you identify across demographic groups or special populations?

Gender

Race or Ethnicity

Untreated Behavioral Health Conditions: Disparities Analysis

For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis

Due to the county's small population and low service utilization, disparity data was not available for the FUM and FUA measures because the number of cases was too small to produce reliable demographic comparisons. However, disparity data was available for the CHIS measure of adults reporting unmet behavioral health needs. Review of this data identified a disparity among Alaska Native/American Indian females, who reported higher rates of needing help for emotional/mental health or substance use issues but having no behavioral health visits in the past year, compared to other gender and racial/ethnic groups. The finding suggests that Alaska Native/American Indian women in the county may experience great barriers to accessing behavioral health services, including factors such as stigma, geographic access challenges, and limited provider availability in our community.

Untreated Behavioral Health Conditions: Cross-Measure Questions

Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may reduce your county's level of untreated behavioral health conditions. In your response, please describe how you plan to address measures where your status is below the statewide average or median, within the context of local needs. Additionally, please refer to any data that was used to inform new programs, services, partnerships or initiatives the county is implementing (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes)

Beginning July 1, 2026, Inyo County plans to strengthen existing outreach, engagement, and care coordination efforts to help decrease the number of residents experiencing untreated behavioral health conditions. As a small rural county operating within a Health and Human Services super-agency, Behavioral Health collaborates closely with other county programs, community providers, and regional partners to identify individuals with unmet behavioral health needs and connect them to appropriate services. The county will continue strengthening partnerships with primary care providers, Tribal partners, and

community organizations to improve outreach and engagement for populations that may face barriers to accessing services.

Data from the CHIS measure identifying higher unmet behavioral health need among Alaska Native/American Indian females will help inform outreach and engagement strategies. Planned efforts include increasing culturally responsive outreach, strengthening referral pathways with Tribal and community partners, and improving access to services through integrated care coordination and telehealth options where appropriate. These efforts will build on existing county programs designed to identify individuals in need of behavioral health services and connect them to care earlier, with the goal of reducing untreated behavioral health conditions and improving access to services for all residents.

File Upload

Please identify the category or categories of funding that the county is using to address the untreated behavioral health conditions goal

BHSA BHSS

BHSA FSP

2011 Realignment

1991 Realignment

Federal Financial Participation (SMHS, DMC/DMC-ODS)

Additional statewide behavioral health goals for improvement

Please review your county's status on the remaining eight statewide behavioral health goals using the primary measure(s) to compare your county to the statewide status and review the supplemental measure(s) for additional insights in the County Performance Workbook. These measures should inform the overall strategy and where relevant, be incorporated into the planning around the six priority goals.

In the next section, the county will select AT LEAST one goal from below for which your county is performing below the statewide rate/average on the primary measure(s) to improve on as a priority for the county.

For related policy information, refer to [E.6.2 Primary and Supplemental Measures](#).

Care Experience: Primary Measures

Perception of Cultural Appropriateness/Quality Domain Score (Consumer Perception Survey (CPS)), 2024

How does your county status compare to the statewide rate/average?

For adults/older adults

Above

For children/youth

Above

Quality Domain Score (Treatment Perception Survey (TPS)), 2024

How does your county status compare to the statewide rate/average?

For adults/older adults

Not Applicable

For children/youth

Not Applicable

Engagement In School: Primary Measures

Twelfth Graders who Graduated High School on Time (Kids Count), 2022

How does your county status compare to the statewide rate/average?

Below

Engagement In School: Supplemental Measures

Meaningful Participation at School (California Health Kids Survey (CHKS)), 2023

How does your county status compare to the statewide rate/average?

Above

Student Chronic Absenteeism Rate (Data Quest), 2022

How does your county status compare to the statewide rate/average?

Above

Engagement In Work: Primary Measures

Unemployment Rate (California Employment Development Department (CA EDD)), 2023

How does your county status compare to the statewide rate/average?

Below

Engagement In Work: Supplemental Measures

Unable to Work Due to Mental Problems (California Health Interview Survey (CHIS)), 2023

How does your county status compare to the statewide rate/average?

Above

Overdoses: Primary Measures

All Drug-Related Overdose Deaths (California Department of Public Health (CDPH)), 2022

How does your county status compare to the statewide rate/average?

For the full population measured

Above

For adults/older adults

Above

For children/youth

Not Applicable

Overdoses: Supplemental Measures

All-Drug Related Overdose Emergency Department Visits (CDPH), 2022

How does your county status compare to the statewide rate/average?

For the full population measured

Above

For adults/older adults

Above

For children/youth

Above

Prevention And Treatment of Co-Occurring Physical Health Conditions: Primary Measures

Adults' Access to Preventive/Ambulatory Health Service & Child and Adolescent Well-Care Visits (DHCS), 2022

How does your county status compare to the statewide rate/average?

For adults (specific to Adults' Access to Preventive/Ambulatory Health Service)

Above

For children/youth (specific to Child and Adolescent Well-Care Visits)

Below

Prevention And Treatment of Co-Occurring Physical Health Conditions: Supplemental Measures

Diabetes Screening for People with Schizophrenia or Bipolar Disorder Who Are Using Antipsychotic Medications & Metabolic Monitoring for Children and Adolescents on Antipsychotics: Blood Glucose and Cholesterol Testing (DHCS), 2022

How does your county status compare to the statewide rate/average?

For adults/older adults (specific to Diabetes Screening for People with Schizophrenia or Bipolar Disorder Who Are Using Antipsychotic Medications)

Above

For children/youth (specific to Metabolic Monitoring for Children and Adolescents on Antipsychotics: Blood Glucose and Cholesterol Testing)

Not Applicable

Quality Of Life: Primary Measures

Perception of Functioning Domain Score (CPS), 2024

How does your county status compare to the statewide rate/average?

For the full population measured

Above

For adults/older adults

Above

For children/youth

Not Applicable

Quality Of Life: Supplemental Measures

Poor Mental Health Days Reported (Behavioral Risk Factor Surveillance System (BRFSS)), 2024

How does your county status compare to the statewide rate/average?

For the full population measured

Above

Social Connection: Primary Measures

Perception of Social Connectedness Domain Score (CPS), 2024

How does your county status compare to the statewide rate/average?

For the full population measured

Above

For adults/older adults

Above

For children/youth

Not Applicable

Social Connection: Supplemental Measures

Caring Adult Relationships at School (CHKS), 2023

How does your county status compare to the statewide rate/average?

Below

Suicides: Primary Measures

Suicide Deaths, 2022

How does your county status compare to the statewide rate/average?

For the full population measured

Below

Suicides: Supplemental Measures

Non-Fatal Emergency Department Visits Due to Self-Harm, 2022

How does your county status compare to the statewide rate/average?

For the full population measured

Above

For adults/older adults

Above

For children/youth

Above

County-selected statewide population behavioral health goals

For related policy information, refer to [3.E.6 Statewide Behavioral Health Goals](#).

Based on your county's performance or inequities identified, select at least one additional goal to improve on as a priority for the county for which your county is performing below the statewide rate/average on the primary measure(s). For each county-selected goal, provide the information requested below.

Overdoses

Overdoses

Please describe why this goal was selected

We are above the statewide average and this is a concern within our county.

What disparities did you identify across demographic groups or priority populations among the Additional Statewide Behavioral Health Goals? For any disparities observed, please provide a written summary of your findings, including the measures and population groups experiencing disparities and a description of the data that supported your analysis

We cannot identify specific disparities because the number is minimal and could lead to identification of clients. Our tribal health clinic has a robust harm reduction program for their clients. We would like to develop similar outreach and education to the remaining county.

Please describe what programs, services, partnerships, or initiatives the county is planning to strengthen or implement beginning July 1, 2026 that may improve your county's level of Overdoses and refer to any data that was used to make this decision (e.g., developing an intervention targeting a sub-population in which data demonstrates they have poorer outcomes)

With opioid settlement monies, we will develop an annual media campaign about harm reduction strategies, participate in local community events and work with stakeholders to hold an annual training for the community and medical staff. The goal of these activities is to increase overdose awareness. We will also work with our partners and community to increase awareness of Narcan distribution points throughout the county. The expectation of these activities will reduce our drug overdose rates.

Please identify the category or categories of funding that the county is using to address this goal

Other

Please describe other

Opioid settlement funds

Community Planning Process

All fields must be completed unless marked as optional. You don't need to finish everything at once—your progress will be saved automatically as you go. Use “Return to plan” to navigate between sections and track overall progress. For more information on this section, please see [3.B Community Planning Process](#).

Stakeholder Engagement

For related policy information, refer to [3.B.1 Stakeholder involvement](#)

Please indicate the type of [engagement used to obtain input](#) on the planning process

County outreach through social media

County outreach through traditional media (e.g., television, radio, newspaper)

Focus group discussions

Key informant interviews with subject matter experts

Meeting(s) with county

Provided data to county

Survey participation

Workgroups and committee meetings

Include date(s) of stakeholder engagement for each type of engagement

Type of engagement

Survey participation

Date

8/18/2023

Type of engagement

Meeting(s) with county

Date

7/23/2025

Type of engagement

Meeting(s) with county

Date

5/4/2025

Type of engagement

Meeting(s) with county

Date

3/27/2025

Type of engagement

Meeting(s) with county

Date

2/28/2025

Type of engagement

Meeting(s) with county

Date

1/9/2025

Type of engagement

Focus group discussions

Date

4/3/2025

Type of engagement

Focus group discussions

Date

5/1/2025

Type of engagement

Focus group discussions

Date

6/5/2025

Type of engagement

Focus group discussions

Date

7/10/2025

Type of engagement

Focus group discussions

Date

8/7/2025

Type of engagement

Focus group discussions

Date

9/4/2025

Type of engagement

Focus group discussions

Date

10/2/2025

Type of engagement

Focus group discussions

Date

10/9/2025

Type of engagement

Focus group discussions

Date

10/23/2025

Type of engagement

Focus group discussions

Date

11/5/2025

Type of engagement

Focus group discussions

Date

11/13/2025

Type of engagement

Workgroups and committee meetings

Date

4/15/2025

Type of engagement

Workgroups and committee meetings

Date

6/4/2025

Type of engagement

Workgroups and committee meetings

Date

7/23/2025

Type of engagement

Workgroups and committee meetings

Date

8/17/2025

Type of engagement

Workgroups and committee meetings

Date

9/17/2025

Type of engagement

Workgroups and committee meetings

Date

11/13/2025

Type of engagement

Workgroups and committee meetings

Date

10/7/2025

Type of engagement

Workgroups and committee meetings

Date

12/3/2025

Type of engagement

Workgroups and committee meetings

Date

1/14/2025

Type of engagement

Workgroups and committee meetings

Date

2/11/2025

Type of engagement

Workgroups and committee meetings

Date

3/11/2025

Type of engagement

Survey participation

Date

11/30/2025

Type of engagement

Survey participation

Date

12/31/2025

Please list specific stakeholder organizations that were engaged in the planning process.**Please do not include specific names of individuals**

Northern Inyo Hospital, Indian Head Start, Inyo County Office of Education, Bishop Police Department, UCLA Hospital, Inyo County Superior Courts and Judges, University Cooperative Extension, Eastern Sierra County of Government, Bishop Paiute Tribe representatives, Inyo County Board of Supervisors, Inyo County Probation, Cerro Coso Community College, Bishop Union High School, Southern Inyo Healthcare District, Owens Valley Career Development, Inyo County HHS Divisions (Public Health, Behavioral Health, Social and Placement Services and Public Assistance and Aging), Toiyabe Indian Health, Inyo County Administration, Local business owners, Inyo County Sheriff’s Department, Inyo County District Attorney, High school Hispanic liaison, Wild Iris, Inyo/Mono Child Support, Inyo Mono Advocates for the Handicap, Salvation Army, Legal Self Help, Bishop School Board Members, Victim Witness Program, Kern Regional Center, Anthem Managed Care Plan representatives, Health Net Managed Care Plan representatives

What are the five most populous cities in counties with a population greater than 200,000 (Cities submitting IP independently are not required to collaborate with other cities) ([Population and Housing Estimates for Cities, Counties, and the State](#))

	City name
1	NA
2	NA
3	NA
4	NA
5	NA

Were you able to engage [all required stakeholders/groups](#) in the planning process?

Yes

Please describe and provide documentation (such as meeting minutes) to support how diverse stakeholder viewpoints were incorporated into the development of the Integrated Plan, including any community-identified strengths, needs, and priorities

Utilizing the information from the meetings and survey results from the Inyo County Health and Human Services/ Public Health Community Health Assessment and the two hospitals in our county-Community Health Needs Assessment-Mental Health services and Access to Care are both priorities.

Upload File

Lindsay Inyo_2025 CHNA_Board Report_2.24.26.pdf

Inyo County Community Health Assessment Report_5.29.2024_0.pdf

Inyo County CHIP 2025 - 2028 Final_0.pdf

INYO_CHNA_FINAL_3.18.26 (2).pdf

Local Health Jurisdiction (LHJ)

Cities submitting their Integrated Plan independently from their counties do not have to complete this section. For related policy information, refer to [B.2 Considerations of Other Local Program Planning Processes](#).

Did the county work with its LHJ on [the development of the LHJ's recent Community Health Assessment \(CHA\) and/or Community Health Improvement Plan \(CHIP\)](#) ? Additional information regarding engagement requirements with other local program planning processes can be found in [Policy Manual Chapter 3, Section B.2.3](#).

Yes

Please describe how the [county engaged with LHJs, along with Medi-Cal managed care plans \(MCPs\)](#), across these three areas in developing the CHA and/or CHIP: collaboration, data-sharing, and stakeholder activities

We are a county Health and Human Services agency. Behavioral Health and Public Health work closely. We have multiple meetings with our managed care plans including a quarterly HHS meeting, monthly CoC meetings and individual program meetings.

Did the county utilize the County-LHJ-MCP Collaboration Tool provided via technical assistance?

No

Collaboration

Please select how the county collaborated with the LHJ

Attended key CHA and CHIP meetings as requested.

Data-Sharing

Data-Sharing to Support the CHA/CHIP

Select Statewide Behavioral Health Goals that were identified for data-sharing to support behavioral health-related focus areas of the CHA and CHIP

Access to Care

Care Experience

Was data shared?

No

Data-Sharing from MCPS and LHJs to Support IP development

Select Statewide Behavioral Health Goals that were identified for data-sharing to inform IP development

Access to Care

Care Experience

Was data shared?

No

Stakeholder Activities

Select which stakeholder activities the county has coordinated for IP development with the LHJ engagement on the CHA/CHIP. Please note that although counties must coordinate stakeholder activities with LHJ CHA/CHIP processes (where feasible), the options below are for

illustrative purposes only and are not required forms of stakeholder activity coordination (e.g., counties do not need to conduct each of these activities)

Collaborated on joint surveys, focus groups, and/or interviews that can be used to inform both the IP and CHA/CHIP.

Co-hosted community sessions, listening tours, and/or other community events that can be used to strengthen stakeholder engagement for both the IP and CHA/CHIP.

Other

Please describe how the county has coordinated stakeholder activities for IP development and the CHA/CHIP

Staff participated in stakeholder meetings for the CHA and are active participants in two of the three Objectives in their CHIP.

Most Recent Community Health Assessment (CHA), Community Health Improvement Plan (CHIP) or Strategic Plan

Has the county considered either the LHJ's most recent CHA/CHIP or strategic plan in the [development of its IP](#)? Additional information regarding engagement requirements with other local program planning processes can be found in [Policy Manual Chapter 3, Section B.2.3](#)

Yes

Provide a brief description of how the county has considered the LHJ's CHA/CHIP or strategic plan when preparing its IP

We are able to use the data from our County Public Health Community Health Assessment and our two hospitals came together and did their Community Needs Assessment. Public Health also began holding subgroups for their Community Health Improvement Plan. Two of their goals were aimed at Behavioral Health (Maternal Mental Health and Substance Use Disorder). We have actively participated in these subgroups.

Medi-Cal Managed Care Plan (MCP) Community Reinvestment

For related policy information, refer to [B.2 Considerations of Other Local Program Planning Processes](#).

Please list the Managed Care Plans (MCP) the county worked with to inform the MCPs' respective community reinvestment planning and decision-making processes

Anthem and Health Net

Which activities in the MCP Community Reinvestment Plan submissions address needs identified through the Behavioral Health Services Act community planning process and collaboration between the county, MCP, and other stakeholders on the county's Integrated Plan?

The MCPs have engaged the County in a collaborative Community Reinvestment planning process and have committed to sharing their draft MCP Community Reinvestment Plan with the County for review prior to submission to DHCS by the September 1, 2026, due date.

Health Net will be focusing on these top three priorities: Access to Care, Homelessness, Untreated BH Conditions.

Anthem will be focusing on these top three priorities: Homelessness, Justice Involved, Untreated BH Conditions.

Comment Period and Public Hearing

All fields must be completed unless marked as optional. You don't need to finish everything at once—your progress will be saved automatically as you go. Use “Return to plan” to navigate between sections and track overall progress. For related policy information, refer to [B.3 Public Comment and Updates to the Integrated Plan](#).

Comment Period and Public Hearing

For related policy information, refer to [B.3 Public Comment and Updates to the Integrated Plan](#).

Confirm that the data is up to date and reflects the correct information for a Draft Plan

Date the draft Integrated Plan (IP) was released for stakeholder comment

4/1/2026

Date the stakeholder comment period closed

5/4/2026

Date of behavioral health board public hearing on draft IP

5/13/2026

Please provide proof of a public posting with information on the public hearing. Please select the county's preferred submission modality

Link

Please provide the link to the public posting

<https://www.inyocounty.us/behavioral-health/behavioral-health-advisory-board>

If the county uses an existing landing page or other web-based location to publicly post IPs for comment, please provide a link to the landing page

[NA](#)

File Upload

Please select the process by which the draft plan was circulated to stakeholders

Public posting
Email outreach

Attach email

Public Notice email.pdf

Please describe [stakeholder input](#) in the table below. Please add each stakeholder group into their own row in the table

Stakeholder group that provided feedback

TBD

Summarize the substantive revisions recommended this stakeholder during the comment period

This will be submitted after public hearing

Please describe any substantive recommendations made by the local behavioral health board that are not included in the final Integrated Plan or update. If no substantive revisions were recommended by stakeholders during the comment period, please input N/A.

Substantive recommendations

TBD. This will be submitted after public hearing

County Behavioral Health Services Care Continuum

All fields must be completed unless marked as optional. You don't need to finish everything at once—your progress will be saved automatically as you go. Use “Return to plan” to navigate between sections and track overall progress.

County Behavioral Health Services Care Continuum

The Behavioral Health Care Continuum is composed of two distinct frameworks for substance use disorder and mental health services. These frameworks are used for counties to demonstrate planned expenditures across key service categories in their service continuum. Questions on the Behavioral Health Care Continuum are in the Integrated Plan Budget Template.

Mark section as complete

County Provider Monitoring and Oversight

All fields must be completed unless marked as optional. You don't need to finish everything at once—your progress will be saved automatically as you go. Use “Return to plan” to navigate between sections and track overall progress. For related policy information, refer to [6.C.2 Securing Medi-Cal Payment](#).

Medi-Cal Quality Improvement Plans

Cities submitting their Integrated Plan independently from their counties do not have to complete this section or Question 1 under All BHSA Provider Locations.

For Specialty Mental Health Services (SMHS) or for integrated SMHS/Drug Medi-Cal Organized Delivery System (DMC-ODS) contracts under Behavioral Health Administrative Integration, please upload a copy of the county's current Quality Improvement Plan (QIP) for State Fiscal Year (SFY) 2026-2027

Inyo County Quality Assurance Plan 2026.pdf

Does the county operate a standalone DMC-ODS program (i.e., a DMC-ODS program that is not under an integrated SMHS/DMC-ODS contract)?

No

Contracted BHSA Provider Locations

As of the date this report is submitted, please provide the total number of contracted Behavioral Health Services Act (BHSA) provider locations offering non-Housing services for SFY 2025-26. I.e., BHSA-funded locations that are (i) not owned or operated by the county, and (ii) offer BHSA services other than Housing Interventions services. (A provider location should be counted if it offers both Housing Interventions and mental health (MH) or substance use disorder services (SUD); provider location that contracts with the county to provide both mental health and substance use disorder services should be counted separately.)

Services Provided

--

Number of contracted BHSa provider locations

Services Provided	Number of contracted BSA provider locations
Mental Health (MH) services only	1
Substance Use Disorder (SUD) services only	0
Both MH and SUD services	0

Among the county's contracted BSA provider locations, please identify the number of locations that also participate in the county's Medi-Cal Behavioral Health Delivery System (BHDS) (including SMHS and Drug MC/DMC-ODS) for SFY 2025-26

Services Provided	Number of Contracted BSA Provider Locations
SMHS only	0
DMC/DMC-ODS only	0
Both SMHS and DMC/DMC-ODS systems	0

All BSA Provider Locations

For related policy information, refer to [B.2 Considerations of Other Local Program Planning Processes](#).

Among the county's BSA funded SMHS provider locations (county-operated and contracted) that offer services/Levels of Care that may be covered by Medi-Cal MCPs as non-specialty mental health services (NSMHS), what percentage of BSA funded SMHS providers contract with at least one MCP in the county for the delivery of NSMHS?

0

Please describe the county's plans to enhance rates of MCP contracting starting July 1, 2027, and over the subsequent two years among the BHSA provider locations that are providing services that can/should be reimbursed by Medi-Cal MCPs

The county will not support the BHSA-funded providers with contracting with MCPs due to capacity.

To maximize resource efficiency, counties must, as of July 1, 2027, require their BHSA providers to (subject to certain exceptions)

- a. Check whether an individual seeking services eligible for BHSA funding is enrolled in Medi-Cal and/or a commercial health plan, and if uninsured, refer the individual for eligibility screening**
- b. Bill the Medi-Cal Behavioral Health Delivery System for covered services for which the provider receives BHSA funding; and**
- c. Make a good faith effort to seek reimbursement from Medi-Cal Managed Care Plans (MCPs) and commercial health plans for covered services for which the provider receives BHSA funding**

Does the county wish to describe implementation challenges or concerns with these requirements?

No

Counties must monitor BHSA-funded providers for compliance with applicable requirements under the Policy Manual, the county's BHSA contract with DHCS, and state law and regulations. Effective SFY 2027-2028, counties must (1) adopt a monitoring schedule that includes periodic site visits and (2) preserve monitoring records, including monitoring reports, county-approved provider Corrective Action Plans (CAPs), and confirmations of CAP resolutions. Counties shall supply these records at any time upon DHCS's request. DHCS encourages counties to adopt the same provider monitoring schedule as under Medi-Cal: annual monitoring with a site visit at least once every three years. For providers that participate in multiple counties' BHSA programs, a county may rely on monitoring performed by another county.

Does the county intend to adopt this recommended monitoring schedule for BHSA-funded providers that:

Also participate in the county's Medi-Cal Behavioral Health Delivery System? (Reminder: Counties may simultaneously monitor for compliance with Medi-Cal and BHSA requirements)

Yes

Do not participate in the county's Medi-Cal Behavioral Health Delivery System?

Yes

Behavioral Health Services Act/Fund Programs

All fields must be completed unless marked as optional. You don't need to finish everything at once—your progress will be saved automatically as you go. Use “Return to plan” to navigate between sections and track overall progress.

Behavioral Health Services and Supports (BHSS)

For related policy information, refer to [7.A.1 Behavioral Health Services and Supports Expenditure Guidelines](#).

General

Please select the specific [Behavioral Health Services and Supports \(BHSS\)](#) that are included in your plan

Children's System of Care (non-Full Service Partnership (FSP))

Adult and Older Adult System of Care (non-FSP)

Early Intervention Programs (EIP)

Workforce, Education and Training (WET)

Capital Facilities and Technological Needs (CFTN)

Outreach and Engagement (O&E)

Children's System of Care (Non-Full Service Partnership (FSP)) Program

For each program or service of the county's BHSS funded Children's System of Care (non-FSP) program, provide the following information. If the county provides more than one program or service type, use the “Add” button. For related policy information, refer to [7.A.2 Children's, Adult, and Older Adult Systems of Care](#).

Please select the service types provided under Program

Mental health services

Supportive services

Please describe the specific services provided

The Family Strengthening Program, formerly known as the Families Intensive Response Strengthening Team (FIRST), is a voluntary, intensive, family-driven, strengths-based planning process that uses the Wraparound approach. The program follows the ten guiding principles of Wraparound including: family-centered voice and choice, a team approach, use of natural supports, collaborative efforts, community-based services, a culturally responsive and respectful focus, an individualized approach, and a strengths-based lens, that is persistent and informed by outcomes. A small team works with the families of children/youth who have been identified as at risk of out of home placement through Child Protective Services, Probation, schools, or Behavioral Health. The team predominantly works with families that have identified as needing substantial support in multiple areas of challenge, but a family can come to the strengthening team voluntarily or through system involvement thanks to diverse braided funding. Families are often referred to the program though Student Attendance Review Board, Behavioral Health, Probation, CPS, area schools and other local agencies - often with referrals coming from multiple service partners at the same time. The Family Strengthening Team works with families to set and accomplish goals that strengthen the entire family as a unit. The vision of the Family Strengthening Team is to empower families to overcome complex challenges to live together in the community independent of government systems.

Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below

Plan Period by FY	Projected Number of Individuals Served
FY 2026 – 2027	71
FY 2027 – 2028	71
FY 2028 – 2029	71

Please describe any data or assumptions your county used to project the number of individuals served through the Children’s System of Care

Historical case counts

Adult and Older Adult System of Care (Non-Full Service Partnership (FSP)) Program

For each program or service type that is part of the county’s BHSS funded Adult and Older Adult System of Care (Non-FSP) program, provide the following information. If the county provides more than one program or service type, use the “Add” button. For related policy information, refer to [7.A.2 Children’s, Adult, and Older Adult Systems of Care](#)

Please select the service types provided under Program

Mental health services

Substance Use Disorder (SUD) treatment services

Please describe the specific services provided

Outreach to directly reach and engage adults and older adults who may benefit from behavioral health services and engagement to support and encourage ongoing participation of the eligible population in behavioral health treatment. Outreach will occur at Wellness Centers, Senior Centers and planned community events.

Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below

Plan Period by FY	Projected Number of Individuals Served
FY 2026 – 2027	50
FY 2027 – 2028	50
FY 2028 – 2029	50

Please describe any data or assumptions the county used to project the number of individuals served through the Adult and Older Adult System of Care

Historic Data

Early Intervention (EI) Programs

For each program or service type that is part of the county's overall EI program, provide the following information. County EI programs must include all required components outlined in [Policy Manual Chapter 7, Section A.7.3](#), but counties may develop multiple programs/interventions to meet all county EI requirements. If the county provides more than one program or service type, use the "Add" button. For related policy information, refer to [7.A.7 Early Intervention Programs](#).

Program or service name

Northstar

Please select which of the three EI components are included as part of the program or service

Access and Linkage: Screenings

Access and Linkage: Assessments

Access and Linkage: Referrals

Treatment Services and Supports: Services that prevent, respond to, or treat a behavioral health crisis or decrease the impacts of suicide

Treatment Services and Supports: Services to address co-occurring mental health and substance use issues

Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs

No

Please describe intended outcomes of the program or service

Intended Outcomes: Northstar Early Intervention Children's Services Program

1. Improved Early Identification and Access to Care

Children with developmental, behavioral, or mental health needs are identified earlier through screening and referral pathways

Increased timely access to appropriate services, reducing delays in care

Strengthened coordination between schools, healthcare providers, and social services

2. Enhanced Child Development and Functioning

Measurable improvements in cognitive, emotional, social, and behavioral development

Increased ability for children to engage successfully in school and daily activities

Reduction in severity or progression of developmental and behavioral concerns

3. Strengthened Family Capacity and Stability

Caregivers demonstrate increased knowledge, skills, and confidence in supporting their child's needs

Improved family functioning and resilience

Reduced caregiver stress through access to education, coaching, and support services

4. Prevention of Higher-Level Interventions

Decreased need for crisis services, special education intensification, or out-of-home placements

Reduction in emergency room visits or acute behavioral health episodes

Early support helps prevent long-term system involvement (e.g., child welfare, juvenile justice)

5. Improved Coordination Across Systems

Increased integration of services across behavioral health, primary care, education, and social services

Development of clear care pathways and shared care planning

Improved communication between providers leading to more holistic, child-centered care

6. Increased Equity in Service Access and Outcomes

Reduction in disparities for underserved and high-risk populations

Culturally responsive and linguistically appropriate services improve engagement and retention

More equitable developmental and behavioral health outcomes across populations

7. Data-Driven Continuous Improvement

Use of screening, assessment, and outcome data to track progress and adjust interventions

Improved program accountability and demonstrated effectiveness

Ongoing refinement of services based on community needs and performance metrics

Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the [Policy Manual Chapter 7, Section A.7.2](#).

No

Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY)

Plan Period by FY	Projected Number of Individuals Served
FY 2026 – 2027	50
FY 2027 – 2028	50
FY 2028 – 2029	50

Please describe any data or assumptions the county used to project the number of individuals served through EI programs

Historical Data

Early Intervention (EI) Programs

For each program or service type that is part of the county’s overall EI program, provide the following information. County EI programs must include all required components outlined in [Policy Manual Chapter 7, Section A.7.3](#), but counties may develop multiple programs/interventions to meet all county EI requirements. If the county provides more than one program or service type, use the “Add” button. For related policy information, refer to [7.A.7 Early Intervention Programs](#).

Program or service name

Outreach

Please select which of the three EI components are included as part of the program or service

Outreach

Please indicate if the program or service includes evidence-based practices (EBPs) or community-defined evidence practices (CDEPs) from the biennial list for EI programs

No

Please describe intended outcomes of the program or service

Behavioral Health staff will organize outreach activities to provide education of the services we provide. It will also focus on access and linkage services and supports that eligible individuals can be connected to. These activities will be in multiple towns in our county including tribal events.

Please indicate if the county identified additional priority uses of BHSS EI funds beyond those listed in the [Policy Manual Chapter 7, Section A.7.2](#)

No

Please provide the total projected number of individuals served for EI during the plan period by fiscal year (FY)

Plan Period by FY	Projected Number of Individuals Served
-------------------	--

Plan Period by FY	Projected Number of Individuals Served
FY 2026 – 2027	200
FY 2027 – 2028	200
FY 2028 – 2029	200

Please describe any data or assumptions the county used to project the number of individuals served through EI programs

Historical data

Coordinated Specialty Care for First Episode Psychosis (CSC) program

For related policy information, refer to [7.A.7.5.1 Coordinated Specialty Care for First Episode Psychosis](#).

Please provide the following information on the county’s Coordinated Specialty Care for First Episode Psychosis (CSC) program

CSC program name

Inyo County Behavioral Health current program staff

CSC program description

As a small frontier county with limited staff, we require all staff (clinicians to case managers) to take training on First Episode Psychosis. All staff must be able to respond to a client's needs when identified. We have requested Technical Assistance for CSC. The first step will be to identify the trainings that are required and begin assigning them to staff. Once staff are trained, we can develop the program policies and procedures for staff to follow. We anticipate that this program will be operational in FY 27/28.

DHCS will provide counties with information to complete the estimated fields for eligible population and practitioners/teams needed for CSC. The estimated numbers of teams/practitioners reflect the numbers needed to reach the entire eligible population (i.e., achieve a 100 percent penetration rate), and DHCS recognizes that counties will generally not be able to reach the entire eligible population. These projections are not binding and are for planning purposes. In future

guidance, DHCS will provide more information on the number of teams counties must implement to demonstrate compliance with BHSA CSC requirements

Please review the total estimated number of individuals who may be eligible for CSC (based on the Service Criteria in the Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) Evidence Based Practice [\(EBP\) Policy Guide](#) and the [Policy Manual Chapter 7, Section A.7.5](#)). Please input the estimates provided to the county in the table below.

CSC Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	<11*
Number of Uninsured Individuals	0

CSC Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	4
Number of Teams Needed to Serve Total Eligible Population	1

Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSA funding allocation for BHSS, please provide the total number of teams and Full-Time Equivalents (FTEs) (county and non-county contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTE) to provide CSC over this Integrated Plan period, by fiscal year.

County Actuals	FY 26-27	FY 27-28	FY 28-29
-----------------------	-----------------	-----------------	-----------------

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	6	6	6
Total Number of Teams	1	1	1

Will the county’s CSC program be supplemented with other (non-BHSA) funding source(s)?

No

Outreach and Engagement (O&E) Program

For each program or activity that is part of the county’s standalone O&E programs provide the following information. If the county provides more than one program or activity, use the “Add” button. For related policy information, refer to [7.A.3 Outreach and Engagement](#).

Program or activity name

Outreach and Engagement

Please describe the program or activity

Behavioral Health staff will organize outreach activities to provide education of the services we provide. It will also focus on access and linkage services and supports that eligible individuals can be connected to. These activities will be in multiple towns in our county including tribal events.

Please provide the projected number of individuals served during the plan period by fiscal year (FY) in the table below

Plan Period by FY	Projected Number of Individuals Served
FY 2026 – 2027	200
FY 2027 – 2028	200
FY 2028 – 2029	200

Please describe any data or assumptions the county used to project the number of individuals served through O&E programs

Historical data

County Workforce, Education, and Training (WET) Program

As described in the Policy Manual, WET activities should supplement, but not duplicate, funding available through other state-administered workforce initiatives, including the Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) workforce initiative administered by the Department of Health Care Access and Information (HCAI). Counties should prioritize available BH-CONNECT and other state-administered workforce programs whenever possible. Responses in this section should address the county’s WET program. Other workforce efforts should be addressed in the Workforce Strategy section of the Integrated Plan (IP).

For each program or activity that is part of the county’s overall WET program, provide the following information. If the county provides more than one program or activity type, use the “Add” button. For related policy information, refer to [7.A.4 Workforce Education and Training](#).

Program or activity name

Behavioral Health Training

Please select which of the following categories the activity falls under

Continuing Education

Please describe efforts to address disparities in the Behavioral Health workforce.

Additional information regarding diversity of the behavioral health workforce can found in [Policy Manual Chapter 7, Section A.4.9](#)

In Fiscal Year 2025/26, the Behavioral Health team developed a training plan to meet the needs for clinicians, counselors and case managers. Each year we ensure that trainings include a culturally and linguistically competent so that the workforce that can meet the behavioral health needs of individuals of all backgrounds. We will also be looking at training with community partners (i.e. schools, tribal health professionals). We have three Peer Support Specialist positions that are vacant. During the hiring process, we will looking to hire individuals with lived experience with mental health and SUD issues.

Capital Facilities and Technological Needs (CFTN) Program

For each project that is part of the county's CFTN project, provide the following information. If the county provides more than one project, use the "Add" button. Additional information on CFTN policies can be found in [Policy Manual Chapter 7, Section A.5](#).

Project name

Information Services Staff Person

Please select the type of project

Technological needs project

If Technological Needs Project, please select the focus area(s) of the project

Electronic health record system

Data exchange and interoperability

Data security and privacy

Individual/family access to computing resources

Telemedicine

Please describe the project

We continue to fund 50% of an Information Services staff position to address ongoing technological issues, supporting system maintenance and improvements across programs.

Capital Facilities and Technological Needs (CFTN) Program

For each project that is part of the county's CFTN project, provide the following information. If the county provides more than one project, use the "Add" button. Additional information on CFTN policies can be found in [Policy Manual Chapter 7, Section A.5](#).

Project name

Credible EHR

Please select the type of project

Technological needs project

If Technological Needs Project, please select the focus area(s) of the project

Electronic health record system

Please describe the project

Integrated/optimize EHR into Behavioral Health workflows

Capital Facilities and Technological Needs (CFTN) Program

For each project that is part of the county's CFTN project, provide the following information. If the county provides more than one project, use the "Add" button. Additional information on CFTN policies can be found in [Policy Manual Chapter 7, Section A.5](#).

Project name

Renovation of Bishop Wellness Center Bathrooms

Please select the type of project

Capital facilities project

If capital facilities project, please indicate which of the following categories the project falls under

Acquiring, renovating, or constructing buildings that are or will be county-owned. The building can be owned and operated by a non-profit if the non-profit is providing behavioral health services under contract with the county.

Please indicate if the project involves leasing or renting to own a building

No

Please describe the project

Improvement of physical infrastructure to deliver higher quality care to clients ultimately improving enrollment, compliance, and outcomes. We are hoping to renovate a bathroom that is used by clients at one of our Wellness Centers. A few years ago, there was some water damage. We are planning to have that damage fixed and the shower available for client's. We have this project on our county's deferred maintenance list and hope that it will be completed before FY 2028/2029.

Full Service Partnership Program

DHCS will provide counties with information to complete the estimated fields for eligible population and practitioners/teams needed for each EBP. The estimated numbers of teams/practitioners reflect the numbers needed to reach the entire eligible population (i.e., achieve a 100 percent penetration rate), and DHCS recognizes that counties will generally not be able to reach the entire eligible population, in consideration of BHSA funding availability. These projections are not binding and are for planning purposes only. In future guidance, DHCS will provide more information on the number of teams counties must implement to demonstrate compliance with BHSA FSP requirements. For related policy information, refer to [7.B.3 Full Service Partnership Program Requirements](#) and [7.B.4 Full Service Partnership Levels of Care](#)

Please review the total estimated number of individuals who may be eligible for each of the following Full Service Partnership (FSP) services (consistent with the Service Criteria in the Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) [Evidence-Based Practice \(EBP\) Policy Guide](#), the [Policy Manual Chapter 7, Section B](#), and forthcoming High Fidelity Wraparound (HFW) Medi-Cal Guidance): Assertive Community Treatment (ACT) and Forensic Assertive Community Treatment (FACT), Full Service Partnership (FSP) Intensive Case Management (ICM), HFW and Individual Placement and Support (IPS) Model of Supported Employment). Please input the

estimates provided to the county in the table below

Total Adult FSP Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	39
Number of Uninsured Individuals	<11*
Number of Total FSP Eligible Individuals with Some Justice-System Involvement	21

Assertive Community Treatment (ACT) and Forensic Assertive Community Treatment (FACT) Eligible Population

Please input the estimates provided to the county in the table below

ACT Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	<11*
Number of Uninsured Individuals	0

FACT Eligible Population (ACT with Justice-System Involvement)	Estimates
---	------------------

FACT Eligible Population (ACT with Justice-System Involvement)	Estimates
Number of Medi-Cal Enrolled Individuals	3
Number of Uninsured Individuals	1

ACT/FACT Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	<11*
Number of Teams Needed to Serve Total Eligible Population	<11*

Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSA funding allocation for FSP, please provide the total number of teams and Full-Time Equivalents (FTEs) (county and non-county contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTEs) to provide ACT and FACT over this Integrated Plan period, by fiscal year. DHCS will provide further guidance and Technical Assistance (TA) to assist counties with completing these fields.

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	0	0	0

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Teams	0	0	0

Full Service Partnership (FSP) Intensive Case Management (ICM) Eligible Population

Please input the estimates provided to the county in the table below

FSP ICM Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	30
Number of Uninsured Individuals	<11*

FSP ICM Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	5
Number of Teams Needed to Serve Total Eligible Population	1

Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSA funding allocation for FSP, please provide the total number of teams and FTEs (county and non-county contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTEs) to provide FSP ICM over this Integrated Plan period, by fiscal year. DHCS will provide further guidance and TA to assist counties with completing these fields.

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	8	8	8
Total Number of Teams	1	1	1

High Fidelity Wraparound (HFW) Eligible Population

Please input the estimates provided to the county in the table below

HFW Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	14
Number of Uninsured Individuals	<11*

HFW Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	5
Number of Teams Needed to Serve Total Eligible Population	1

Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSa funding allocation for FSP, please provide the total number of teams and FTEs (county and non-county contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTE) to provide HFW over this Integrated Plan period, by fiscal year. DHCS will provide further guidance and TA to assist counties with completing these fields.

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	5	5	5
Total Number of Teams	1	1	1

Individual Placement and Support (IPS) Eligible Population

Please input the estimates provided to the county in the table below

IPS Eligible Population	Estimates
--------------------------------	------------------

IPS Eligible Population	Estimates
Number of Medi-Cal Enrolled Individuals	44
Number of Uninsured Individuals	9

IPS Practitioners and Teams Needed	Estimates
Number of Practitioners Needed to Serve Total Eligible Population	5
Number of Teams Needed to Serve Total Eligible Population	2

Taking into account the total eligible population estimates, current and projected workforce capacity, and BHSA funding allocation for FSP, please provide the total number of teams and FTEs (county and non-county contracted providers) the county behavioral health system plans to utilize (i.e., current and new FTE) to provide IPS over this Integrated Plan period, by fiscal year.

County Actuals	FY 26-27	FY 27-28	FY 28-29
Total Number of Practitioners	0	0	0
Total Number of Teams	0	0	0

Full Service Partnership (FSP) Program Overview

Please provide the following information about the county's BHSA FSP program

Will any of the estimated number of practitioners the county plans to utilize (provided above) be responsible for providing more than one EBP?

Yes

Please describe how the estimated practitioners will provide more than one EBP

As a small frontier county with limited staff, we require all staff (clinicians to case managers) to be trained and participate in required practices (i.e. EBP). All staff must be able to respond to a clients needs when identified.

Please describe how the county is employing a whole-person, trauma-informed approach, in partnership with families or an individual's natural supports

As an integrated health and human services agency and a small frontier county, all staff are expected to know the resources in our communities. We use staff team meetings to bring in training from partners to provide knowledge of available resources. The CHIP has a project of updating our 211 page and begin using that as a community resource. We provide training to all of our HHS staff on being trauma-informed when working with clients and providing services.

Please describe the county's efforts to reduce disparities among FSP participants

Our department mission is "Strengthening Resilience & Well-Being in our Community". We strive to hire staff with lived experience in our Wellness Centers. We have two Wellness Centers in our county. We offer showers, laundry, SUD and MH classes and case management to clients in each facility. During this reporting period, we will look at the demographic information of clients coming to the wellness centers. We will identify those underserved populations and develop strategies to provide opportunities for them to access our Wellness Centers.

Select which goals the county is hoping to support based on the county's allocation of FSP funding

Access to care

Homelessness

Justice involvement

Untreated behavioral health conditions

Prevention of co-occurring physical health conditions

Social connection

Quality of life

Please describe what actions or activities the county behavioral health system is doing to provide ongoing engagement services to individuals receiving FSP ICM

Clients who have been identified as FSP will continue to receive the same services they had been receiving. As staff are trained on EBPs, they will incorporate those practices into the services they are providing new and old FSP clients. We are rebuilding our Intensive Case Management (ICM) program. We are currently providing transportation, bus passes, assistance with Social Security applications, housing supports, job seeking and socialization. Each identified client identifies 1-2 goals to work on and then staff meet with them weekly/monthly to assist them meet the client's goals.

Ongoing engagement services is a required component of ACT, FACT, IPS, and HFW.

Please describe any ongoing engagement services the county behavioral health system will provide beyond what is required of the EBP

Please describe how the county will comply with the required FSP levels of care (e.g., transition FSP ICM teams to ACT, stand up new ACT teams and/or stand up new FSP ICM teams, etc.)

We have developed criteria in our FSP process that includes an assessment to determine the level of case management needed. Our FSP program has been rebuilt and launched in partnership with Kingsview Credible EHR and new P&P will be implemented. As we are rebuilding our FSP process, we have identified several families that have multiple needs. We have reinstated multidisciplinary teams (MDT) to ensure that all partners are on the same page with treatment and messaging. As the needs of the families are complex, those MDTs are weekly. As the family needs change, we will reduce the staff responses.

Please indicate whether the county FSP program will include any of the following optional and allowable services

NA

Primary substance use disorder (SUD) FSPs

No

Outreach activities related to enrolling individuals living with significant behavioral health needs in an FSP (activities that fall under assertive field-based initiation of substance use disorder treatment services will be captured separately in the next section)

No

Other recovery-oriented services

No

If there are other services not described above that the county FSP program will include, please list them here. For team-based services, please include number of teams. If no additional FSP services, use “N/A”

NA

What actions or activities did the county behavioral health system engage in to consider the [unique needs of eligible children and youth](#) in the development of the county’s FSP program (e.g., review data, engage with stakeholders, analyze research, etc.) who are:

In, or at-risk of being in, the juvenile justice system

We are a small frontier county and work with the Probation Office regularly in Mental Health and SUD. The FSP program was developed through broader stake holder meetings to address the needs of all clients including this population. As a small frontier county, we don't have a lot of community organizations or social groups that focus on one targeted population.

Lesbian, Gay, Bisexual, Transgender, Queer, Plus (LGBTQ+)

We are a small frontier county and provide services to all clients requesting needs in the youth population. Staff are offered training to address LGBTQ+ clients needs. The FSP program was developed through broader stake holder meetings to address the needs of all clients including this population. As a small frontier county, we don't have a lot of community organizations or social groups that focus on one targeted population.

In the child welfare system

We are a small frontier county and work with Child Welfare regularly in Mental Health and SUD. We have a monthly foster care meeting to ensure that eligible children and youth are receiving Behavioral Health services. The FSP program was developed through broader stake holder meetings to address the needs of all clients including this population. As a small frontier county, we don't have a lot of community organizations or social groups that focus on one targeted population.

What actions or activities did the county behavioral health system engage in to consider the [unique needs of eligible adults](#) in the development of the county’s FSP (e.g., review data, engage with stakeholders, analyze research, etc.) who are

Older adults

We are a health and human services department. We work closely with our APS and Senior program staff.

The FSP program was developed through broader stake holder meetings to address the needs of all clients including this population. As a small frontier county, we don't have a lot of community organizations or social groups that focus on one targeted population.

Lesbian, Gay, Bisexual, Transgender, Queer, Plus (LGBTQ+)

We are a small frontier county and provide services to all eligible clients. Staff are offered training to address LGBTQ+ clients needs. The FSP program was developed through broader stake holder meetings to address the needs of all clients including this population. As a small frontier county, we don't have a lot of community organizations or social groups that focus on one targeted population.

In, or are at risk of being in, the justice system

We are a small frontier county and work with the Probation Office regularly in Mental Health and SUD. The FSP program was developed through broader stake holder meetings to address the needs of all clients including this population. As a small frontier county, we don't have a lot of community organizations or social groups that focus on one targeted population.

Assertive Field-Based Substance Use Disorder (SUD) Questions

For related policy information, refer to [7.B.6 Assertive Field-Based Initiation for Substance Use Disorder Treatment Services](#).

Please describe the county behavioral health system's approach and timeline(s) to support and implement assertive field-based initiation for SUD treatment services program requirements by listing the existing and new programs (as applicable) that the county will leverage to support the assertive field-based SUD program requirements and provide the current funding source, BHSA service expansion, and the expected timeline for meeting programmatic requirements to expand existing programs and/or stand up new initiatives before July 1, 2029. Counties should include programs not funded directly or exclusively by BHSA dollars. Additional information regarding assertive field-based initiation for SUD treatment services can be found in the BHSA Policy Manual [Chapter 7, Section B.6.](#)

Existing Programs for Assertive Field-Based SUD Treatment Services

Targeted outreach

Existing programs

Inyo SUD

Program descriptions

Existing Program: Inyo County Substance Use Disorder Services

Role in BHSR Requirement: Serves as the core existing platform for outreach, screening, engagement, referral, and initiation into SUD treatment services.

BHSR Service Expansion: Expand field-based engagement capacity, improve assertive outreach workflows, increase coordination with justice, health, and social service partners, and support staff capacity needed to initiate treatment in community-based settings.

Expected Timeline: Planning and gap assessment in the early implementation phase; phased program expansion and workflow development through 2027–2028; full implementation of required assertive field-based SUD treatment initiation elements by July 1, 2029.

Current funding source

DMC, SUBG, 2011 Realignment

BHSR changes to existing programs to meet BHSR requirements

Data tracking and reporting. We will work with our community stakeholders to identify the data that is available for overdose rates, overdose reversals, drug-related arrests and other relevant statistics. Using that data, we will work with our stakeholders to provide community awareness of harm reduction and review our program activities and modify them to meet the assertive field based requirements.

Expected timeline of operation

July 1, 2029

Mobile-field based programs

Existing programs

Mobile Crisis Unit

Program descriptions

Existing Program: Mobile Field-Based Programs – Mobile Crisis Unit

Role in BHSR Requirement: Provides field-based, rapid response services that can identify individuals with substance use needs in real-time and serve as an entry point for screening, engagement, and initiation into SUD treatment services in community settings.

BHSR Service Expansion: Expand the role of the Mobile Crisis Unit to incorporate SUD-specific screening, brief intervention, and direct linkage to treatment services in the field; enhance coordination with SUD providers, law enforcement, EMS, and hospitals; and strengthen protocols for initiating treatment or warm handoffs at the point of contact.

Expected Timeline: Initial integration of SUD screening and referral protocols during early implementation;

expanded field-based SUD engagement capacity and cross-system coordination through 2027–2028; full alignment with assertive field-based SUD initiation requirements by July 1, 2029.

Current funding source

FFP and 1991/2011 Realignment

BHSA changes to existing programs to meet BHSA requirements

Data tracking and reporting. We will have to stand-up the ability for staff to do field-based engagement and identify settings where individuals living with SUD are located. We will work with our stakeholders to provide community awareness of harm reduction and review our program activities and modify them to meet the assertive field based requirements.

Expected timeline of operation

July 1 2029

Open-access clinics

Existing programs

Inyo County Behavioral Health

Program descriptions

Existing Program: Open-Access Clinics – Inyo County Behavioral Health

Role in BHSA Requirement: Provides low-barrier, same-day access points for individuals seeking services, supporting immediate screening, assessment, and initiation into SUD treatment services without requiring prior appointments.

BHSA Service Expansion: Enhance open-access capacity to better integrate SUD screening and same-day treatment initiation; strengthen linkages from field-based contacts (e.g., Mobile Crisis, outreach teams) into clinic-based services; and expand walk-in availability, care coordination, and rapid access to SUD treatment pathways.

Expected Timeline: Strengthening of open-access workflows and SUD integration in the early implementation phase; expanded same-day access and improved coordination with field-based programs through 2027–2028; full implementation of programmatic requirements supporting timely SUD treatment initiation by July 1, 2029.

Current funding source

FFP and 1991/2011 Realignment

BHSA changes to existing programs to meet BHSA requirements

We will have to stand-up the ability for open-access clinics where individuals living with SUD can receive same-day access to screening, assessment and initiation of SUD treatment services. We will look at counselor's schedules and ensure that there is someone available every day to meet this requirement.

Expected timeline of operation

July 1 2029

New Programs for Assertive Field-Based SUD Treatment Services**Targeted outreach****New programs**

Targeted Outreach for Assertive Field-Based SUD Treatment Services

Program descriptions

New Program: Targeted Outreach for Assertive Field-Based SUD Treatment Services

Role in BHSA Requirement: Establishes a new, dedicated field-based outreach function that builds upon the existing SUD treatment program but expands beyond current service delivery, which is primarily clinic-based, to proactively identify, engage, and initiate individuals with SUD needs who are not currently connected to services.

BHSA Service Expansion: While Inyo County currently operates an SUD treatment program, targeted and assertive field-based outreach is not a formalized service component. BHSA funding will support the development of this new program function by expanding SUD staffing and defining outreach-specific roles (e.g., counselors, peer support specialists, and care coordination staff) to conduct field-based engagement, screening, brief intervention, and direct linkage or initiation into treatment; this includes establishing formal workflows and strengthening partnerships with community and system partners.

Expected Timeline: Program design, staffing expansion, and workflow development in the early implementation phase; phased implementation of field-based outreach services through 2027–2028; full implementation of assertive field-based outreach and SUD treatment initiation capacity by July 1, 2029.

Planned funding

DMC, SUBG, 2011 Realignment

Planned operations

We will have to stand-up the ability for staff to do field-based engagement and identify settings where individuals living with SUD are located. We will work with our stakeholders to provide community awareness of harm reduction and review our program activities and modify them to meet the assertive field based requirements.

Expected timeline of implementation

July 1 2029

Mobile-field based programs**New programs**

NA

Program descriptions

NA

Planned funding

NA

Planned operations

NA

Expected timeline of implementation

NA

Open-access clinics**New programs**

NA

Program descriptions

NA

Planned funding

NA

Planned operations

NA

Expected timeline of implementation

NA

Medications for Addiction Treatment (MAT) Details

Please describe the county's approach to enabling access to same-day medications for addiction treatment (MAT) to meet the estimated population needs before July 1, 2029.

Describe how the county will assess the gap between current county MAT resources (including programs and providers) and MAT resources that can meet estimated needs

We will be working on contracting with local providers who provide MAT services or enter into referral agreements if they don't want to become DMC providers. Our gaps are that there are only two local providers for MAT services and scheduling appointments can lead to delays in the start of treatment. We will work with the local providers to change scheduling practices and work to have same day appointments available.

Select the following practices the county will implement to ensure same day access to MAT

Contract directly with MAT providers in the County

Enter into referral agreements with other MAT providers including providers whose services are covered by Medi-Cal MCPs and/or Fee-For-Service (FFS) Medi-Cal

What forms of MAT will the county provide utilizing the strategies selected above?

Buprenorphine

Naltrexone

Other

Please specify other forms of MAT

Suboxone

Housing Interventions

Planning

For related policy information, refer to [7.C.3 Program priorities](#) and [7.C.4 Eligible and priority populations](#).

System Gaps

Please identify the biggest gaps facing individuals experiencing homelessness and at risk of homelessness with a behavioral health condition who are Behavioral Health Services Act (BHSA) eligible in the county. Please use the following definitions to inform your response: No gap – resources and connectivity available; Small gap – some resources available but limited connectivity; Medium gap – minimal resources and limited connectivity available; Large gap – limited or no resources and connectivity available; Not applicable – county does not have setting and does not consider there to be a gap. Counties should refer to their local [Continuum of Care \(CoC\) Housing Inventory Count \(HIC\)](#) to inform responses to this question.

Supportive housing

Medium gap

Apartments, including master-lease apartments

Large gap

Single and multi-family homes

Large gap

Housing in mobile home communities

Large gap

(Permanent) Single room occupancy units

Large gap

(Interim) Single room occupancy units

Large gap

Accessory dwelling units, including junior accessory dwelling units

Large gap

(Permanent) Tiny homes

Large gap

Shared housing

Large gap

(Permanent) Recovery/sober living housing, including recovery-oriented housing

Large gap

(Interim) Recovery/sober living housing, including recovery-oriented housing

Large gap

Assisted living facilities (adult residential facilities, residential facilities for the elderly, and licensed board and care)

Large gap

License-exempt room and board

Large gap

Hotel and Motel stays

Medium gap

Non-congregate interim housing models

Large gap

Congregate settings that have only a small number of individuals per room and sufficient common space (does not include behavioral health residential treatment settings)

Large gap

Recuperative Care

Large gap

Short-Term Post-Hospitalization housing

Large gap

(Interim) Tiny homes, emergency sleeping cabins, emergency stabilization units

Large gap

Peer Respite

Large gap

Permanent rental subsidies

Medium gap

Housing supportive services

Medium gap

What additional non-BHSA resources (e.g., county partnerships, vouchers, data sharing agreements) or funding sources will the county behavioral health system utilize (local, state, and federal) to expand supply and/or increase access to housing for [BHSA eligible individuals](#)?

Inyo County Health and Human Services is the lead agency for the local Continuum of Care (Alpine, Inyo and Mono). We are the lead administrator for HMIS. When we took over the CoC administration and received housing funding, we created a housing program within our department. We currently have Social Services and ReEntry funding for eligible clients. In the last year, we have applied for technical assistance for creating a flex pool process. Using that concept, we will screen clients who are referred into the program and determine the funding they are eligible for. As the CoC lead, we also entered into contract with three managed care plans to lead transitional rent for Alpine, Inyo and Mono counties.

Our Housing Authority is based out of San Joaquin county. We regularly attend their meetings virtually to see of housing voucher opportunities for our clients.

How will BHSA Housing Interventions intersect with those other resources and supports to strengthen or expand the continuum of housing supports available to BHSA eligible individuals?

Inyo County Health and Human Services is the lead agency for the local Continuum of Care (Alpine, Inyo and Mono). We are the lead administrator for HMIS. When we took over the CoC administration and received housing funding, we created a housing program within our department. We currently have Social Services and ReEntry funding for eligible clients. In the last year, we have applied for technical assistance for creating a flex pool process. Using that concept, we will screen clients who are referred into the program and determine the funding they are eligible for. As the CoC lead, we also entered into contract with three managed care plans to lead transitional rent for Alpine, Inyo and Mono counties.

Our Housing Authority is based out of San Joaquin county. We regularly attend their meetings virtually to see of housing voucher opportunities for our clients.

What is the county behavioral health system's overall strategy to promote permanent housing placement and retention for individuals receiving BHSA Housing Interventions?

Our housing program develops relationships with landlords of local permanent housing opportunities. However, most local housing opportunities are unaffordable for most clients so we have to consider low income housing that is located in other locations which are typically outside of Inyo. Our housing case worker will work with each client to find affordable housing. This includes supportive services of applying for Social Security Disability; finding a job; getting identification; paying past utility bills; applying for low income utility assistance; applying for CalFresh or MediCal; and/or budget planning. Once a client is placed in permanent housing, we will provide continued case management and subsidies for the first few months. There are regular check-ins before and after housing has been obtained.

What actions or activities is the county behavioral health system engaging in to connect BHSA eligible individuals to and support permanent supportive housing (PSH) (e.g., rental subsidies for individuals residing in PSH projects, operating subsidies for PSH projects, providing supportive services to individuals in other permanent housing settings, capital development funding for PSH)?

There is currently minimal capital development opportunities in Inyo County. There are discussions about future developments but they have been ongoing plan for over 5 years now with little to no movement. We will continue to participate in those workgroups looking for opportunities to fund capital development that will include low income housing. In the meantime, we will find housing opportunities that our clients can afford and provide subsidies for the first 3-6 months while working on budgeting strategies.

Please describe how the county behavioral health system will ensure all Housing Interventions settings provide access to clinical and supportive behavioral health care and housing services

Our housing case manager looks at all clients with a Whole Person lens. They will work with the clients to access behavioral health and primary health services. Our housing case worker will work with each client to find affordable housing. Once permanent housing is located, the case worker will ensure that clinical and supportive behavioral health care services are available. This may include a warm handoff when appropriate. Most Mental Health clients have a case manager. That case manager will be a part of the team and included in the housing decision.

Eligible Populations

Please describe how the county behavioral health system will identify, screen, and refer individuals eligible for BHS Housing Interventions

As the only Medi-Cal provider in Inyo County for Severely Mental Health services, we will develop a referral process in our system to ensure that clients with housing needs are referred to the internal housing program. As a Health and Human services department, we are trained to know what other programs offer and how to ensure that clients are referred in a timely manner. We will modify our housing program presentation to include BHS housing and transitional rent programs. This presentation will be given to HHS partners, community partners and the public in the fall 2026.

Will the county behavioral health system provide BHS-funded Housing Interventions to [individuals living with a substance use disorder \(SUD\) only](#)?

Yes

What actions or activities did the county behavioral health system engage in to consider the [unique needs of eligible children and youth](#) in the development of the county's Housing Interventions services (e.g., review data, engage with stakeholders, analyze research, etc.) who are:

In, or at-risk of being in, the juvenile justice system

We have regular meetings with Probation in our Mental Health team and SUD team. We have a working relationship with Probation in our housing program due to ReEntry funding for adults. They know the referral process and services available. The housing program was developed through broader stake holder meetings to address the needs of all clients including this population. As a small frontier county, we don't have a lot of community organizations or social groups that focus on one targeted population. We will modify our housing program presentation to include BHS housing and transitional rent programs. This presentation will be given to HHS partners, community partners and the public in the fall 2026.

Lesbian, Gay, Bisexual, Transgender, Queer, Plus (LGBTQ+)

No outreach was done for this population. We participate in multiple collaboratives but Inyo County does not have specific LGBTQ+ groups that have regular meetings. The housing program was developed through broader stake holder meetings to address the needs of all clients including this population. As a small frontier county, we don't have a lot of community organizations or social groups that focus on one targeted population. We will modify our housing program presentation to include BHSA housing and transitional rent programs. This presentation will be given to HHS partners, community partners and the public in the fall 2026.

In the child welfare system

We have regular joint meetings between Child Welfare, Behavioral Health, and other stakeholders to review high-risk cases and ensure families receive comprehensive services before removal becomes necessary. The housing program was developed through broader stake holder meetings to address the needs of all clients including this population. As a small frontier county, we don't have a lot of community organizations or social groups that focus on one targeted population. We will modify our housing program presentation to include BHSA housing and transitional rent programs. This presentation will be given to HHS partners, community partners and the public in the fall 2026.

What actions or activities did the county behavioral health system engage in to consider the unique needs of eligible adults in the development of the county's Housing Interventions services (e.g., review data, engage with stakeholders, analyze research, etc.) who are

Older adults

We are a Health and Human Services agency. We currently have Social Services funding for Home Safe which are older adults or dependent adults involved with Adult Protective Services. We also work with our Area Agency on Aging programs who serve older adults with supportive and nutritional assistance. The housing program was developed through broader stake holder meetings to address the needs of all clients including this population. As a small frontier county, we don't have a lot of community organizations or social groups that focus on one targeted population. We will modify our housing program presentation to include BHSA housing and transitional rent programs. This presentation will be given to HHS partners, community partners and the public in the fall 2026.

In, or are at risk of being in, the justice system

We have regular meetings with Probation in our Mental Health team and SUD team. We have a working relationship with Probation in our housing program due to ReEntry funding for adults. They know the referral process and services available. The housing program was developed through broader stake holder meetings to address the needs of all clients including this population. As a small frontier county, we don't have a lot of community organizations or social groups that focus on one targeted population. We will modify our housing program presentation to include BHSA housing and transitional rent programs.

This presentation will be given to HHS partners, community partners and the public in the fall 2026.

In underserved communities

As a small frontier county, all of our communities are underserved. We provide services throughout our entire county. The housing program was developed through broader stake holder meetings to address the needs of all clients including this population. As a small frontier county, we don't have a lot of community organizations or social groups that focus on one targeted population. We will modify our housing program presentation to include BHSA housing and transitional rent programs. This presentation will be given to HHS partners, community partners and the public in the fall 2026.

Local Housing System Engagement

How will the county behavioral health system coordinate with the Continuum of Care (CoC) and receive referrals for Housing Interventions services?

Inyo County Health and Human Services is the lead agency for the local Continuum of Care (Alpine, Inyo and Mono). We are the lead administrator for HMIS. When we took over the CoC administration and received housing funding, we created a housing program within our department. We currently have Social Services and ReEntry funding for eligible clients. In the last year, we have applied for technical assistance for creating a flex pool process. Using that concept, we will screen clients who are referred into the program and determine the funding they are eligible for. As the CoC lead, we also entered into contract with three managed care plans to lead transitional rent for Alpine, Inyo and Mono counties.

Our Housing Authority is based out of San Joaquin county. We regularly attend their meetings virtually to see of housing voucher opportunities for our clients.

Please describe the county behavioral health system's approach to collaborating with the local CoC, Public Housing Agencies, Medi-Cal managed care plans (MCPs), Enhanced Care Management (ECM) and Community Supports providers, as well as other housing partners, including existing and prospective PSH developers and providers in your community in the implementation of the county's Housing Interventions

Local CoC

Inyo County Health and Human Services is the lead agency for the local Continuum of Care (Alpine, Inyo and Mono). We are the lead administrator for HMIS. When we took over the CoC administration and received housing funding, we created a housing program within our department. We currently have Social Services and ReEntry funding for eligible clients.

Public Housing Agency

Our Housing Authority is based out of San Joaquin county. We regularly attend their meetings virtually to see of housing voucher opportunities for our clients.

MCPs

In the last year, we have applied for technical assistance for creating a flex pool process. Using that concept, we will screen clients who are referred into the program and determine the funding they are eligible for. As the CoC lead, we also entered into contract with three managed care plans to lead transitional rent for Alpine, Inyo and Mono counties.

ECM and Community Supports Providers

In the last year, we have applied for technical assistance for creating a flex pool process. Using that concept, we will screen clients who are referred into the program and determine the funding they are eligible for. As the CoC lead, we also entered into contract with three managed care plans to lead transitional rent for Alpine, Inyo and Mono counties. A requirement of transitional rent is that we refer the client for ECM. We have two local ECM/CS providers. We work with them regularly when we have clients in common. Their ability to pay deposits for rentals is limited and delayed.

Other (e.g., CalWORKS/TANF housing programs, child welfare housing programs, PSH developers and providers, etc.)

Inyo County Health and Human Services is the lead agency for the local Continuum of Care (Alpine, Inyo and Mono). We are the lead administrator for HMIS. When we took over the CoC administration and received housing funding, we created a housing program within our department. We currently have Social Services and ReEntry funding for eligible clients. In the last year, we have applied for technical assistance for creating a flex pool process. Using that concept, we will screen clients who are referred into the program and determine the funding they are eligible for. As the CoC lead, we also entered into contract with three managed care plans to lead transitional rent for Alpine, Inyo and Mono counties.

How will the county behavioral health system work with Homekey+ and supportive housing sites to provide services, funding, and referrals that support and house BHSA eligible individuals?

Our CoC and Inyo County do not receive Homekey+ funding at this time.

Did the county behavioral health system receive Homeless Housing Assistance and Prevention Grant Program (HHAP) Round 6 funding?

Yes

How will the county coordinate the use of HHAP dollars to support the housing needs of BHSA eligible individuals in your community?

Inyo County Health and Human Services is the lead agency for the local Continuum of Care (Alpine, Inyo and Mono). We are the lead administrator for HMIS. When we took over the CoC administration and received housing funding, we created a housing program within our department. We currently have Social Services and ReEntry funding for eligible clients. The CoC also has access to HHAP funding that is available for all three counties.

BHSA Housing Interventions Implementation

The following questions are specific to BHSA Housing Interventions funding (no action needed). For more information, please see [7.C.9 Allowable expenditures and related requirements](#).

Rental Subsidies [\(Chapter 7. Section C.9.1\)](#)

The intent of Housing Interventions is to provide rental subsidies in permanent settings to eligible individuals for as long as needed, or until the individual can be transitioned to an alternative permanent housing situation or rental subsidy source. (no action needed)

Is the county providing this intervention?

Yes

Is the county providing this intervention to chronically homeless individuals?

Yes

How many individuals does the county behavioral health system expect to serve with rental subsidies under BHSA Housing Interventions on an annual basis?

<11*

How many of these individuals will receive rental subsidies for permanent housing on an annual basis?

<11*

How many of these individuals will receive rental subsidies for interim housing on an annual basis?

<11*

What is the county's methodology for estimating total rental subsidies and total number of individuals served in interim and permanent settings on an annual basis?

Estimate is using data from other housing programs and the amount of funding available. Estimate is from past PIT counts and historical knowledge of housing availability.

For which setting types will the county provide rental subsidies?

Non-Time-Limited Permanent Settings: Apartments, including master-lease apartments

Time Limited Interim Settings: Hotel and motel stays

Time Limited Interim Settings: Non-congregate interim housing models

Time Limited Interim Settings: Congregate settings that have only a small number of individuals per room and sufficient common space (not larger dormitory sleeping halls)[134] (does not include behavioral health residential treatment settings)

Time Limited Interim Settings: Short-Term Post-Hospitalization housing

Time Limited Interim Settings: Peer respite

Non-Time-Limited Permanent Settings: Supportive housing

Will this Housing Intervention accommodate family housing?

Yes

Please provide a brief description of the intervention, including specific uses of BHSA

Housing Interventions funding

We will assist clients with interim and permanent housing. We always only look at permanent housing that is affordable to the client. We look at any structure that meets occupancy standards (ADU, rooms, mobile homes, travel trailers, apartments, or houses)

Will the county behavioral health system provide rental assistance through project-based (tied to a particular unit) or tenant-based (tied to the individual) subsidies?

Tenant-based

How will the county behavioral health system identify a portfolio of available units for placing BHSA eligible individuals, including in collaboration with other county partners and as applicable, Flex Pools (e.g., Master Leasing)? Please include partnerships and collaborative efforts your county behavioral health system will engage in

Inyo County Health and Human Services is the lead agency for the local Continuum of Care (Alpine, Inyo

and Mono). We are the lead administrator for HMIS. When we took over the CoC administration and received housing funding, we created a housing program within our department. We currently have Social Services and ReEntry funding for eligible clients. In the last year, we have applied for technical assistance for creating a flex pool process. Using that concept, we will screen clients who are referred into the program and determine the funding they are eligible for. As the CoC lead, we also entered into contract with three managed care plans to lead transitional rent for Alpine, Inyo and Mono counties. We will not Master Lease because there is limited stock of apartments that affordable for clients and limited funds that having a master lease and no one in the apartment is not spending the money wisely.

Total number of units funded with BHSA Housing Interventions per year

10

Please provide additional details to explain if the county is funding rental subsidies with BHSA Housing Interventions that are not tied to a specific number of units

NA

Operating Subsidies ([Chapter 7, Section C.9.2](#))

Is the county providing this intervention?

No

Please explain why the county is not providing this intervention

Our CoC provides operating subsidies to the very small amount of low income housing units in our three counties. The one housing facility in our county is for older adults and has financial issues that have not been corrected and the future of the facility is unknown.

Landlord Outreach and Mitigation Funds ([Chapter 7, Section C.9.4.1](#))

Is the county providing this intervention?

Yes

Is the county providing this intervention to chronically homeless individuals?

Yes

Anticipated number of individuals served per year

<11*

Please provide a brief description of the intervention, including specific uses of BHSA Housing Interventions funding

We currently work with many of the landlords with local rental options. We don't provide financial incentives to landlords due to being a frontier county and perceived conflicts of interest. We are working with our County Counsel to develop a Landlord Partnership Program that will allow a landlord to apply for reimbursement for up to \$5,000 of damage done by one of our clients.

Total number of units funded with BHSA Housing Interventions per year

5

Please provide additional details to explain if the county is providing landlord outreach and mitigation funds with BHSA Housing Interventions that are not tied to a specific number of units

NA

Participant Assistance Funds ([Chapter 7, Section C.9.4.2](#))

Is the county providing this intervention?

Yes

Is the county providing this intervention to chronically homeless individuals?

Yes

Anticipated number of individuals served per year

<11*

Please provide a brief description of the intervention, including specific uses of BHSA Housing Interventions funding

We will work with our clients to complete rental applications, credit checks, security deposits and utility deposits. If a client is currently housed, they are our priority to keep them housed by providing support with rent and utility arrears. We will also work with them on budgeting.

Housing Transition Navigation Services and Tenancy Sustaining Services ([Chapter 7, Section C.9.4.3](#))

Pursuant to Welfare and Institutions (W&I) Code section 5830, subdivision (c)(2), BHSA Housing Interventions may not be used for housing services covered by Medi-Cal MCP. Please select Yes only if the county is providing these services to individuals who are not eligible to receive the services through their Medi-Cal MCP (no action needed)

Is the county providing this intervention?

Yes

Is the county providing this intervention to chronically homeless individuals?

Yes

Anticipated number of individuals served per year

<11*

Please provide a brief description of the intervention, including specific uses of BHSA

Housing Interventions funding

We will fund our housing Integrated Case Worker out of BHSA funds to provide housing navigation and tenancy sustaining services to clients in Behavioral Health. We will also redirect case management staff to assist with these services and support the clients.

Housing Interventions Outreach and Engagement ([Chapter 7, Section C.9.4.4](#))

Is the county providing this intervention?

Yes

Is the county providing this intervention to chronically homeless individuals?

Yes

Anticipated number of individuals served per year

<11*

Please provide a brief description of the intervention, including specific uses of BHSA

Housing Interventions funding

We will fund our housing Integrated Case Worker out of BHSA funds to provide housing outreach and engagement services to clients in Behavioral Health. We will also redirect case management staff to assist with these services and support the clients. Our housing case worker will work with each client to find affordable housing. This includes supportive services of applying for Social Security Disability; finding a job; getting identification; paying past utility bills; applying for low income utility assistance; applying for CalFresh or MediCal; and/or budget planning. Once a client is placed in permanent housing, we will provide continued case management and subsidies for the first few months. There are regular check-ins before and after housing has been obtained.

Capital Development Projects ([Chapter 7, Section C.10](#))

Counties may spend up to 25 percent of BHSA Housing Interventions on capital development projects. Will the county behavioral health system use BHSA Housing Interventions for capital development projects?

No

Please explain why the county is not providing this intervention

There is currently minimal capital development opportunities in Inyo County. There are discussions about future developments but they have been ongoing plan for over 5 years now with little to no movement. We will continue to participate in those workgroups looking for opportunities to fund capital development that will include low income housing.

Other Housing Interventions

If the county is providing another type of Housing Interventions not listed above, please describe the intervention

NA

Is the county providing this intervention to chronically homeless individuals?

No

Anticipated number of individuals served per year

0

Continuation of Existing Housing Programs

Please describe if any BSA Housing Interventions funding will be used to support the continuation of housing programs that are ending (e.g., Behavioral Health Bridge housing)

If there is a housing program that is ending, we will look at the current clients being assisted and move them to other programs if they are eligible. BSA may be used if Home Safe funding ends. We did not use BHBH monies for housing assistance. Our BHBH monies was used for room and board charges. We may consider this use in future years.

Relationship to Housing Services Funded by Medi-Cal Managed Care Plans

For more information, please see [7.C.7 Relationship to Medi-Cal Funded Housing Services](#)

Which of the following housing-related Community Supports is the county behavioral health system an MCP-contracted provider of?

Housing Transition Navigation Services

Housing Deposits

Transitional Rent

For which of the following services does the county behavioral health system plan to become an MCP-contracted provider of?

Housing Transition Navigation Services

Yes

When does the county behavioral health system plan to become an MCP-contracted provider?

1/1/2026

Housing Deposits

Yes

When does the county behavioral health system plan to become an MCP-contracted provider?

1/1/2026

Housing Tenancy and Sustaining Services

No

Short-Term Post-Hospitalization Housing

No

Recuperative Care

No

Day Habilitation

No

Transitional Rent

Yes

When does the county behavioral health system plan to become an MCP-contracted provider?

1/1/2026

How will the county behavioral health system identify, confirm eligibility, and [refer Medi-Cal members to housing-related Community Supports covered by MCPs \(including Transitional Rent\)](#)?

Our housing program is already contracted with our Managed Care plans for transitional rent and a few housing community support services. We have a referral process in place and will be standing up the Managed Care plans in the next few months.

Please describe coordination efforts and ongoing processes to ensure the county behavioral health contracted provider network for Housing Interventions is known and shared with MCPs serving your county

Our housing program is already contracted with our Managed Care plans for transitional rent and a few housing community support services. We have a referral process in place and will be standing up the Managed Care plans in the next few months.

Does the county behavioral health system track which of its contracted housing providers are also contracted by MCPs for housing-related Community Supports (provided in questions #1 and #2 above)?

No

What processes does the county behavioral health system have in place to ensure Medi-Cal members living with significant behavioral health conditions do not experience gaps in service once any of the MCP housing services are exhausted, to the extent resources are available?

Our housing program is already contracted with our Managed Care plans for transitional rent and a few housing community support services. We have a referral process in place and will be standing up the Managed Care plans in the next few months. We will use HMIS to track clients program use and be able to move them to BHSA funding after Transitional Rent has been exhausted.

Flexible Housing Subsidy Pools

Flexible Housing Subsidy Pools (“Flex Pools”) are an effective model to streamline and simplify administering rental assistance and related housing supports. DHCS released the Flex Pools TA Resource Guide that describes this model in more detail linked here: [Flexible Housing Subsidy Pools - Technical Assistance Resource](#). Please reference the TA Resource Guide for descriptions of the Flex Pool model and roles referenced below including the Lead Entity, Operator, and Funder.

For related policy information, refer to [7.C.8 Flexible Housing Subsidy Pools](#).

Is there an operating Flex Pool (or elements of a Flex Pool, which includes (1) coordinating and braiding funding streams, (2) serving as a fiscal intermediary, (3) identifying, securing, and supporting a portfolio of units for participants, and/or (4) coordinating with providers of housing supportive services) in the county (please refer to DHCS’ Flex Pools TA Resource Guide)?

Yes

Is the county behavioral health system participating in or planning to participate in the Flex Pool?

Yes

What role does the county behavioral health system have or plan to have in the Flex Pool?

Housing Supportive Services Provider

What organization is serving as the Operator?

Inyo County Health and Human Services as the lead agency for the CoC (Alpine, Inyo and Mono)

Does the county plan to administer some or all Housing Interventions funds through or in coordination with the Flex Pool?

Yes

Which Housing Interventions does the county plan to administer through or in coordination with the Flex Pool?

Rental Subsidies

Operating Subsidies

Landlord Outreach and Mitigation Funds

Participant Assistance Funds

Housing Transition Navigation Services and Tenancy and Sustaining Services

Please describe any other roles and functions the county behavioral health system plans to take to support the operations or launch and scaling of a Flex Pool in addition to those described above

NA

Behavioral Health Services Fund: Innovative Behavioral Health Pilot and Projects

For each innovative program or pilot provide the following information. If the county provides more than one program, use the “Add additional program” button. For related policy information, refer to [7.A.6 Innovative Behavioral Health Pilots and Projects](#).

Does the county’s plan include the development of innovative programs or pilots?

No

Workforce Strategy

All fields must be completed unless marked as optional. You don't need to finish everything at once—your progress will be saved automatically as you go. Use “Return to plan” to navigate between sections and track overall progress. For more information on this section, please see 6.C.2 Securing Medi-Cal Payment.

Maintain an Adequate Network of Qualified and Culturally Responsive Providers

The county must ensure its county-operated and county-contracted behavioral health workforce is well-supported and [culturally and linguistically responsive](#) with the population to be served. Through existing Medi-Cal oversight processes, the Department of Health Care Services (DHCS) will assess whether the county:

[Maintains and monitors](#) a network of providers that is sufficient to provide adequate access to services and supports for individuals with behavioral health needs; and

Meets [federal and state standards](#) for timely access to care and services, considering the urgency of the need for services.

The county must [ensure](#) that Behavioral Health Services Act (BHSA)-funded providers are qualified to deliver services, comply with nondiscrimination requirements, and deliver services in a culturally competent manner. Effective FY 2027-2028, DHCS encourages counties to require their BHSA providers to comply with the same standards as Medi-Cal providers in these areas (i.e. requiring the same standards regardless of whether a given service is reimbursed under BHSA or Medi-Cal), as described in the Policy Manual.

Does the county intend to adopt this recommended approach for BHSA-funded providers that also participate in the county's Medi-Cal Behavioral Health Delivery System?

Yes

Does the county intend to adopt this recommended approach for BHSA-funded providers that do not participate in the county's Medi-Cal Behavioral Health Delivery System?

Yes

Build Workforce to Address Statewide Behavioral Health Goals

For related policy information, refer to [3.A.2 Contents of Integrated Plan](#) and [7.A.4 Workforce Education and Training](#).

Assess Workforce Gaps

What is the overall vacancy rate for permanent clinical/direct service behavioral health positions in the county (including county-operated providers)?

24

Upload any data source(s) used to determine vacancy rate

For county behavioral health (including county-operated providers), please select the [five positions with the greatest vacancy rates](#)

Licensed Clinical Social Worker

Licensed Marriage and Family Therapist

Licensed Psychologist

Substance Use Disorder Counselor

Licensed Professional Clinical Counselor

Please describe any other key workforce gaps in the county

We are very fortunate to have only one Mental Health clinician vacancy at this time. We do have a student intern who will be eligible to apply in the next few months. We also have an Addiction Counselor and Addiction Counselor Supervisor vacancy that have been vacant for over 6 months. We have added an Addiction Counselor trainee to our career ladder recently and hope to hire in the next month.

How does the county expect workforce needs to shift over the next three fiscal years given new and forthcoming requirements, including implementation of new evidence-based practices under Behavioral Health Transformation (BHT) and Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT)?

The county believes it will be able to effectively train its workforce in evidence-based practices to meet the requirements of Behavioral Health Transformation (BHT) and BH-CONNECT. Through targeted training investments, ongoing supervision, and integration of fidelity monitoring, staff will be supported in adopting and sustaining these practices across programs. We are developing an orientation and training plan for the Behavioral Health division. This will ensure that all current employees and new employees are aware of the requirements and changes.

Address Workforce Gaps

If the county is planning to leverage the Behavioral Health Community-Based Organized Networks of Equitable Care and Treatment (BH-CONNECT) workforce initiative to address workforce gaps including for FSP and CSC for FEP, such as through applying for and/or encouraging providers to apply for the following BH-CONNECT workforce programs, please specify below.

Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Scholarship Program?

No

Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Student Loan Payment Program?

No

Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Recruitment and Retention Program?

No

Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Community-Based Provider Training Program?

No

Is the county planning to leverage the BH-CONNECT workforce initiative by applying for the Behavioral Health Residency Program?

No

Please describe any other efforts underway or planned in the county to address workforce gaps aside from those already described above under Behavioral Health Services Act Workforce, Education, and Training

We currently use a team meeting each month to provide training. Those trainings have included on-call process, Narcan administration, other programs coming in to discuss the services they provide and other business practices. We will continue with monthly trainings in our team meetings and will use the training plan drafted in FY 25/26 to plan the trainings for the next three years.

Budget and Prudent Reserve

All fields must be completed unless marked as optional. You don't need to finish everything at once—your progress will be saved automatically as you go. Use “Return to plan” to navigate between sections and track overall progress. For more information on this section, please see [6.B.3 Local Prudent Reserve](#).

Budget and Prudent Reserve

Download and complete the budget template using the button below before starting this section

Please upload the completed [budget](#) template

March 31st 2026 Draft Submission - Inyo County_Integrated Plan Budget Template Version 3_2026-03-31.xlsx

Inyo Integrated-Plan-Budget-Template_v3 04.06.26.xlsx

Please indicate how the county plans to spend the amount over the maximum allowed prudent reserve limit for each component if the county indicated they would allocate excess prudent reserve funds to a given Behavioral Health Services Act component in Table Nine of the budget template

Behavioral Health Services and Supports (BHSS)

NA

Full Service Partnership (FSP)

NA

Housing Interventions

NA

[Enter date of last prudent reserve assessment](#)

3/29/2026

Please describe how the use of excess prudent reserve funds drawn down from the local prudent reserve aligns with the goals of the Integrated Plan

BHSS

NA

FSP

NA

Housing Interventions

NA

Plan Approval and Compliance

All fields must be completed unless marked as optional. You don't need to finish everything at once—your progress will be saved automatically as you go. Use “Return to plan” to navigate between sections and track overall progress. For more information on this section, please see [3.A.1 Reporting Period](#)

Behavioral health director certification

Download and complete the behavioral health director certification template using the button below before starting this section

Please upload the completed Behavioral health director certification template

Behavioral Health Director Certification UNSIGNED.pdf

Behavioral Health Director Certification SIGNED.pdf

County administrator or designee certification

Download and complete the county administrator or designee certification template using the button below before starting this section

Please upload the completed County administrator or designee certification template

County Administrator or Designee Certification UNSIGNED.pdf

Board of supervisor certification

For final submission, download and complete the board of supervisor certification template using the button below before starting this section

Please upload the completed Board of supervisor certification template

Board of Supervisors Certification UNSIGNED.pdf

Confirm that the data is up to date and reflects the correct information for a Draft Plan

Requests

Behavioral Health Services Fund (BHSF) Housing Intervention Component

What percentage of funds is the county requesting to utilize for the Housing Intervention Component?

15

Of the percentage of funds above or below the required 30 percent being utilized for Housing Interventions, identify which allocation components and the percentage the funding will transfer from or into

Components	Percentage of funds transferring
Full Service Partnerships	0
Behavioral Health Services and Supports	15

Please select which Housing Interventions exemptions criteria the county meets

Other considerations

Other considerations

Requesting time to build the program and reassign staff.

Please provide justification for your request

Inyo County Health and Human Services currently has a housing program and is the lead agency for the regional Continuum of Care (CoC). We currently utilize Social Services and County Corrections Program funds for our housing assistance. We would like to build the BHSA housing funds into our already established program. Since we are building the program out, it will take some time to get it fully functional and would like to ease into this with all the changes we are making.

We have entered into contracts with our two management care plans to provide transitional rent in Inyo County. This program is just beginning.

Supporting data

Please upload supporting data

CoC_Dash_CoC_CA-530-2023_CA_2023.pdf

What is the data source?

Point in time count

Housing Intervention Funds for Chronically Homeless

What percentage of Housing Intervention Component allocation is the county requesting to use for those who are chronically homeless?

25

Please select which Housing Interventions exemptions criteria the county meets

Other considerations

Please provide justification for your request:

Inyo County Health and Human Services currently has a housing program and is the lead agency for the regional Continuum of Care (CoC). We currently utilize Social Services and County Corrections Program funds for our housing assistance. We would like to build the BHS housing funds into our already established program. Since we are building the program out, it will take some time to get it fully functional and would like to ease into this with all the changes we are making.

We have entered into contracts with our two management care plans to provide transitional rent in Inyo County. This program is just beginning.

Supporting Data

Please upload supporting data

Housing Data Presentation updated 02.05.2026.pdf

What is the data source?

Homeless Management Information System Data

Assertive Community Treatment (ACT)**Justification for appeal****Describe your reason for appeal**

Requesting Technical assistance for this request for an exemption.

Upload files**For counties seeking an exemption to the requirement to include ACT in the county's FSP program****Please select which FSP exemptions criteria the county meets**

Limited workforce (e.g. qualified providers)

Limited need (e.g., estimated population with a clinical need for ACT)

Please provide justification for this FSP exemption request

As a small rural county, we are unable to staff or train to this level at this time. We will be looking to be compliant by July 2029.

Supporting Data**Please upload supporting data**

Inyo population data.pdf

Please select the data source

County demographic data

Forensic Assertive Community Treatment (FACT)

Justification for appeal

Describe your reason for appeal

Requesting Technical assistance for this request for an exemption.

Upload files

For counties seeking an exemption to the requirement to include FACT in the county's FSP program

Please select which FSP exemptions criteria the county meets

Limited workforce (e.g. qualified providers)

Limited need (e.g., estimated population with a clinical need for FACT)

Please provide justification for this FSP exemption request

As a small rural county, we are unable to staff or train to this level at this time. We will be looking to be compliant when required.

Supporting Data

Please upload supporting data

Inyo population data.pdf

Please select the data source

County demographic data

Individual Placement and Support (IPS) Supported Employment

Justification for appeal

Describe your reason for appeal

Requesting Technical assistance for this request for an exemption.

Upload files

For counties seeking an exemption to the requirement to include IPS in the county's FSP program

Please select which FSP exemptions criteria the county meets

Limited workforce (e.g. qualified providers)

Limited need (e.g., estimated population with a clinical need for IPS)

Please provide justification for this FSP exemption request

As a small rural county, we are unable to staff or train to this level at this time. We will be looking to be compliant when required.

Supporting Data

Please upload supporting data

Inyo population data.pdf

Please select the data source

County demographic data

Data Suppression Notice:

Values marked with "*" have been suppressed per DHCS de-identification standards. Counts between 1–10 are displayed as "<11*"

Instructions

Counties shall report their planned expenditures for all behavioral health funding sources, For Annual Updates, counties should review and make updates only to the next fiscal year

Column C: counties shall indicate whether they provide each category of services using the

Columns D through I: counties shall include their estimated total expenditures for the Int by each Behavioral Health Care Continuum category. Counties should consider children/y

Columns J and K: counties shall input their estimated total count of all individuals served These counts may be duplicated. Counties should consider eligible children/youth as 21 a

Row 38: the total projected expenditures in columns D through I and total projected indiv

Note: For a list of all funding streams that should be included in the projected expenditur Services Act (BHSA) County Policy Manual Chapter 3, Section A.

Reminder: 1) Counties must comply, and must ensure their providers comply, with all app regulations, and guidance, including the BHSA County Policy Manual. 2) Counties must pr in Chapter 6, Section C of the BHSA County Policy Manual, including requiring BHSA-fund Medi-Cal Behavioral Health Delivery System and make a good faith effort to seek reimbur These policies apply only to non-Housing services that are eligible for both BHSA funding

	Services Are Provided in County	Total Projected Expenditures On Adults and Older Adults (Year One)
Substance Use Disorder (SUD) Services		
Primary Prevention Services	<input checked="" type="checkbox"/>	\$ 105,366.00
Early Intervention Services	<input type="checkbox"/>	\$ -
Outpatient Services	<input checked="" type="checkbox"/>	\$ 819,168.00
Intensive Outpatient Services	<input type="checkbox"/>	\$ -
Crisis and Field-Based Services	<input type="checkbox"/>	\$ -
Residential Treatment Services	<input type="checkbox"/>	\$ 125,000.00
Inpatient Services	<input type="checkbox"/>	\$ -
Mental Health (MH) Services		
Primary Prevention Services	<input type="checkbox"/>	\$ -
Early Intervention Services	<input type="checkbox"/>	\$ -
Outpatient and Intensive Outpatient Services	<input checked="" type="checkbox"/>	\$ 4,540,798.00
Crisis Services	<input checked="" type="checkbox"/>	\$ 170,000.00
Residential Treatment Services	<input type="checkbox"/>	\$ -

Hospital and Acute Services	<input type="checkbox"/>	\$ 30,000.00
Subacute and Long-Term Care Services	<input type="checkbox"/>	\$ 395,777.00
Housing Services (MH + SUD)		
Housing Services	<input type="checkbox"/>	\$ -
Total Projected Expenditures and Individuals Served		
Total Projected Expenditures and Individuals Served (auto-populated)		\$ 6,186,109.00

, not limited to only BHSA, along the Behavioral Health Care Continuum in Tab One.
 r. For Intermittent Updates, counties should review and make updates to the current fiscal year.
 ne check box.

tegrated Plan period across all behavioral health funding sources and programs
 outh as 21 and under for Columns G - I.

l through the county behavioral health system across all funding sources/programs.
 nd under for Column K.

viduals served annually in columns J and K will be auto-populated from rows 20 through 36.
 res calculation for each BH Care Continuum Category, please see the Behavioral Health

licable conditions for each source of funding, as defined in applicable laws,
 romote access to care through efficient use of state and county resources as outlined
 led providers to bill appropriately for services covered by the county's
 sement from Medi-Cal managed care plans and commercial health insurance.
 and another funding source, such as Medi-Cal payment, commercial payment, etc.

Table One: Behavioral Health Care Continuum Projected Expenditures

Total Projected Expenditures On Adults and Older Adults (Year Two)	Total Projected Expenditures On Adults and Older Adults (Year Three)	Total Projected Expenditures on Children/Youth (under 21) (Year One)	Total Projected Expenditures on Children/Youth (under 21) (Year Two)
\$ 105,366.00	\$ 105,366.00	\$ 2,700.00	\$ 2,700.00
\$ -	\$ -	\$ -	\$ -
\$ 819,168.00	\$ 819,168.00	\$ 17,550.00	\$ 17,550.00
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 125,000.00	\$ 125,000.00	\$ 25,000.00	\$ 25,000.00
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 4,540,798.00	\$ 4,540,798.00	\$ 1,433,936.00	\$ 1,433,936.00
\$ 170,000.00	\$ 170,000.00	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -

\$ 30,000.00	\$ 30,000.00	\$ -	\$ -
\$ 395,777.00	\$ 395,777.00	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 6,186,109.00	\$ 6,186,109.00	\$ 1,479,186.00	\$ 1,479,186.00

Total Projected Expenditures on Children/Youth (under 21) (Year Three)	Projected Individuals to be Served Annually (May be duplicated) Eligible Adults and Older Adults	Projected Individuals to be Served Annually (May be duplicated) Eligible Children/Youth (under 21)
\$ 2,700.00	54.00	11.00
\$ -	#	#
\$ 17,550.00	54	11.00
\$ -	#	#
\$ -	#	#
\$ 25,000.00	2	1.00
\$ -	#	#
\$ -	#	#
\$ -	#	#
\$ 1,433,936.00	285	90
\$ -	100	10
\$ -	#	#

\$	-	#	#
\$	-	#	#
\$	-	#	#
\$	1,479,186.00	495	123

Instructions

Counties shall report their planned expenditures for all behavioral health services other than those that are part of the Behavioral Health Care Continuum in Tab

Rows 17 through 20: counties shall include their estimated total expenditures and programs for each category listed. These costs are those that do not easily

Row 22: total projected expenditures will be auto-populated from rows 17 through 20. For a list of all funding streams that should be included in the projected expenditures, see the Behavioral Health Services Act County Policy Manual Chapter 3 Section A.

Reminder: 1) Counties must comply, and must ensure their providers comply, with applicable laws, regulations, and guidance, including the BHSA County Policy Manual, state and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual, and appropriately for services covered by the county’s Medi-Cal Behavioral Health Services, Medi-Cal managed care plans and commercial health insurance. These policies must be consistent with state and another funding source, such as Medi-Cal payment, commercial payment,

Table Two: Other Expenditures	
Other Expenditures	
	Capital Infrastructure Activities
	Workforce Investment Activities
	Quality & Accountability, Data Analytics, and Plan Management & Administrative Activities (including indirect administrative activities)
	Other County Behavioral Health Agency Services/Activities (e.g., Public Guardian, CARE Act, LPS Conservatorships, DSH for Housing, Court Diversion Programs)
Total Projected Expenditures	
	Total Projected Expenditures (auto-populated)

ces and activities, not limited to only BHSA funded services and activities,
) Two.

s for the Integrated Plan period across all behavioral health funding sources
 y fit under the categories in Tab One, "BH CoC Expenditures."

rough 20.

nditures calculation for Table Two: Other County Expenditures please see

, with all applicable conditions for each source of funding, as defined in
 Manual. 2) Counties must promote access to care through efficient use of
 county Policy Manual, including requiring BHSA-funded providers to bill
 Delivery System and make a good faith effort to seek reimbursement from
 s apply only to non-Housing services that are eligible for both BHSA funding
 , etc.

Other County Expenditures		
Total Projected Expenditures (Year One)	Total Projected Expenditures (Year Two)	Total Projected Expenditures (Year Three)
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 1,586,623.00	\$ 1,586,623.00	\$ 1,586,623.00
\$ 1,586,623.00	\$ 1,586,623.00	\$ 1,586,623.00

Instructions

Counties shall report their planned revenue across the cc in Tab Three.

Rows 18 through 33: counties shall report projected exp

Row 21: for State General Fund, include funds received f

Row 26: for Commercial Insurance (including Medicare),

Row 35: total expenditures will be auto-populated from

Row 36: will be auto-validated by DHCS against rows 35,

Rows 37 and 38: will be auto-validated by DHCS against

Reminder: 1) Counties must comply, and must ensure th regulations, and guidance, including the BHSA County Pc

2) Counties must promote access to care through efficier including requiring BHSA-funded providers to bill appro effort to seek reimbursement from Medi-Cal managed ca both BHSA funding and another funding source, such as

Tab	
	BHSA
1991 Realignment (Bronzan-McCorquodale Act)	
2011 Realignment (Public Safety Realignment)	
State General Fund	
FFP (SMHS, DMC/DMC-ODS, NSMHS)	
Projects for Assistance in Transition from Homelessness (PATH)	
Community Mental Health Block Grant (MHBG)	
Substance Use Block Grant (SUBG)	
Commercial Insurance	
County General Fund	
Opioid Settlement Funds	
Other Funding Sources	
Other federal grants	
Other state funding (including DSH funding)	
Other county mental health or SUD funding	
Other foundation funding	

Summary

Total projected expenditures (all BH funding streams/ programs) (auto-populated)

Total Projected Expenditure Variance

Auto-validation: Table 1: Behavioral Health Care Continuum Projected Expenditures

Auto-validation: Table 2: Other County Expenditures

Total Annual Projection (Year One)	Total Annual Projection (Year Two)
\$ 9,251,918.00	\$ 9,251,918.00
\$ -	\$ -
\$ 7,665,295.00	\$ 7,665,295.00
\$ 1,586,623.00	\$ 1,586,623.00

Programs by funding source

county-contracted providers.

as required in applicable laws,

County Policy Manual,
and make a good faith
effort to provide services that are eligible for

Total Annual Projected Expenditures (Year Three)	
\$	-
\$	2,133,239.00
\$	1,621,020.00
\$	-
\$	2,348,767.00
\$	166,000.00
\$	336,881.00
\$	432,264.00
\$	25,000.00
\$	23,857.00
\$	315,000.00
Total Annual Projected Expenditures (Year Three)	
\$	10,815.00
\$	1,516,145.00
\$	322,930.00
\$	-

Total Annual Projection (Year Three)

\$ 9,251,918.00

\$ -

\$ 7,665,295.00

\$ 1,586,623.00

Instructions

Counties shall report their base BHSA funding allocations, app

Rows 38-40: input your county's base BHSA funding allocatio

Rows 43-54: this section will be auto-populated from the sect

Rows 43, 49, and 53: the total adjusted allocation percentage

Rows 44, 50, and 54: is the projected amount of funding, in d

Row 45: reflects the unspent MHSAs funding that will be transf

Row 46: reflects the excess prudent reserve funding that will b

Rows 58, 80, and 102: the base funding amount for Housing

Rows 59, 81, and 103: if your county has an approved housin

It will automatically display as a negative value in the cell.

Rows 60, 82, and 104: if your county has an approved housin

Enter this percentage as a positive value.

Rows 63, 85, 107: the base funding amount for Full Service Pa

Rows 68, 90, 112: the base funding amount for Behavioral He

Rows 64, 69, 86, 91, 108, and 113: enter the percentage tran

Rows 65, 70, 87, 92, 109, and 114: enter the percentage tran

Rows 74, 96, 118: the updated base percentage will be auto-j

Rows 75, 97, 119: enter the amount you are transferring out c

Rows 76, 98, 120: enter the amount you are transferring into

Note: If your county plans to use Housing Intervention funds (must be decreased by the corresponding amount. Counties wi

Rows 77, 99, 121: the updated base percentage will be auto-j

Rows 124-130: enter the amount of MHSAs funds by compone funds should also be included. Please see Policy Manual Chapt

Row 130: the total dollar amount of MHSAs Transfers to BHSA

Row 133: enter the dollar amount of prior year prudent reserv

Row 134: enter the prudent reserve maximum for your county

Row 135: the dollar amount of excess prudent reserve fundin

Rows 136-138: enter the amount of excess prudent reserve fu

Row 139: the total transferred excess prudent reserve is auto-

Reminder: 1) Counties must comply, and must ensure their pr Manual. 2) Counties must promote access to care through effi

bill appropriately for services covered by the county's Medi-Ca These policies apply only to non-Housing services that are elig

Year One Component Allocation (dollars)

Year Two Component Allocation (dollars)
Year Three Component Allocation (dollars)
Adjusted Total Allocation Percentages (Exemptions and Transfers)
Projected Component Allocation (Based on Adjusted Allocation Percentages)
Unspent Mental Health Services Act (MHSA) to BHSA
Excess Prudent Reserve (PR) to BHSA
Adjusted Total Allocation Percentages (Exemptions and Transfers)
Projected Component Allocation (Based on Adjusted Allocation Percentages)
Adjusted Total Allocation Percentages (Exemptions and Transfers)
Projected Component Allocation (Based on Adjusted Allocation Percentages)
Funding Transfer Request Allocations
Behavioral Health Services (Ability to char
Base Component (Year One)
Base Percentage and Funding
Percentage Reduced

Percentage Added
New Housing Interventions Base Percentage (auto-populated)
Transferred To/From
Base Percentage and Funding
Percentage Reduced
Percentage Added
New FSP Base Percentage (auto-populated)
Transferred To/From
Base Percentage and Funding
Percentage Reduced
Percentage Added
New BHSS Base Percentage (auto-populated)
Base Percentage after Housing Intervention Component Exemption (auto-populated)
Amount Transferring Out
Amount Transferring In
New Base Percentage after Funding Transfer Request (auto-populated)
Behavioral Health Services (Ability to char
Base Component (Year Two)
Base Percentage and Funding
Percentage Reduced
Percentage Added
New Housing Interventions Base Percentage (auto-populated)

Transferred To/From
Base Percentage and Funding
Percentage Reduced
Percentage Added
New FSP Base Percentage (auto-populated)
Transferred To/From
Base Percentage and Funding
Percentage Reduced
Percentage Added
New BHSS Base Percentage (auto-populated)
Behavioral Health Services (Ability to change)
Base Component
Base Percentage and Funding
Percentage Reduced
Percentage Added
New Housing Interventions Base Percentage (auto-populated)
Transferred To/From
Base Percentage and Funding

Percentage Reduced
Percentage Added
New FSP Base Percentage (auto-populated)
Transferred To/From
Base Percentage and Funding
Percentage Reduced
Percentage Added
New BHSS Base Percentage (auto-populated)
Base Percentage after Housing Intervention Component Exemption (auto-populated)
Amount Transferring Out
Amount Transferring In
New Base Percentage after Funding Transfer Request (auto-populated)
MHSA Component
CSS
PEI
Encumbered INN
Unencumbered INN
WET
CFTN
Total (auto-populated)
Excess Prudent Reserve to BH
Transfer from Prudent Reserve to BHSA Component Allocation

Estimated Local Prudent Reserve Balance At End of Previous Fiscal Year
Local Prudent Reserve Maximum (2)
Excess Prudent Reserve Funding that must be transferred
Housing Intervention (3)
FSP
BHSS (4)
Total Transferred Excess Prudent Reserve (auto-populated)
References
<p>1. BHSA County Policy Manual section 6.B.5 states counties may use up to seven percent of Housing Interventions component funds on outreach and engagement. The amount of funds transferred out of the Housing Interventions component into another funding component must be decreased by a corresponding amount. Counties are not required to use Housing Intervention component funding for outreach and engagement, or other funding transfer requests. It remains at the discretion of the counties to transfer up to a total of 14 percent of its BHSA funds in a fiscal year.</p>
<p>2. W&I Code § 5892, subdivision (b)(3)-(4) states a county's prudent reserve must not exceed 20% of average of the total funds distributed to the county Behavioral Health Services Fund over past five years (25% for counties with a population of less than 200,000).</p>
<p>3. W&I Code § 5892, subdivision (b)(6)(B) states prudent reserve funding cannot be spent on capital development.</p>

Improved Housing Intervention Component Exemption
by component and year.

ptions below it.

es for each component, inclusive of both exemption
dollars, based on the adjusted total allocation per
ferred to each of the Behavioral Health Services A
be transferred to each of the BHSA components.

Interventions will auto-populate from Column C,
ing exemption, enter the percent of funds you are

ing exemption, enter the percent of funds you are

Partnerships will auto-populate from Column D, ro
ealth Services and Supports will auto-populate fro
transferred out of Full Service Partnerships (FSP) and
transferred from Housing Interventions into Full Serv
populated for Housing Interventions, FSP, and BH
of each component as a positive number. It will au
each component as a positive number. Ensure th
(up to 7 percent) to provide outreach and engage
will document the amount dedicated to outreach a
populated for Housing Interventions, FSP, and BH
ent allocation transferring to each BHSA compone
ter 6, Section 7 for additional information.

is auto-populated.

ve ending balance

y.

g to be transferred out of the prudent reserve will
unds allocated to each component.

populated.

providers comply, with all applicable conditions for
cient use of state and county resources as outline
al Behavioral Health Delivery System and make a c
gible for both BHSA funding and another funding

County Base BHSA Funding Allocations	
Housing Intervention	
\$	697,815.00

\$	697,815.00
\$	697,815.00
	Ye
Housing Intervention	
	15%
\$	348,907.50
\$	-
\$	-
	Ye
Housing Intervention	
	15%
\$	348,907.50
	Ye
Housing Intervention	
	15%
\$	348,907.50
BHSF Housing Intervention Component's overall percentage (Year One)	
Housing Intervention Percentage (Year One)	
	30%
	-15%

0%
15%
Full Service Partnership Percentage (Year One)
35%
0%
0%
35%
Behavioral Health Services and Support Percentage (Year One)
35%
15%
50%
Housing Intervention (Year One) (1)
15%
0%
0%
15%
BHSF Housing Intervention Component's overall percentage) (Year Two)
Housing Intervention Percentage (Year Two)
30%
-15%
0%
15%

Full Service Partnership Percentage (Year Two)	
	35%
	0%
	0%
	35%
Behavioral Health Services and Support Percentage (Year Two)	
	35%
	0%
	15%
	50%
Housing Intervention (Year Two) (1)	
	15%
	0%
	0%
	15%
BHSF Housing Intervention Component's overall percentage (Year Three)	
Housing Intervention Percentage (Year Three)	
	30%
	-15%
	0%
	15%
Full Service Partnership Percentage (Year Three)	
	35%

0%
0%
35%
Behavioral Health Services and Support Percentage (Year Three)
35%
0%
15%
50%
Housing Intervention (Year Three) (1)
15%
0%
0%
15%
Available Unspent BHSA Funds
\$ 2,155,779.76
\$ -
\$ 530,090.45
\$ -
\$ -
\$ 2,685,870.21
ISA Components
Amount

\$	416,717.69
\$	500,534.08
\$	(83,816.39)
\$	-
\$	-
\$	-
\$	-

ons, and planned transfers on this sheet. **All cour**

ons and transfers.

centages.

ct (BHSA) component allocations.

rows 38-40.

moving out of Housing Interventions into the oth

moving out of the other components and into Hc

ows 38-40.

om Column E, rows 38-40.

Behavioral Health Services and Supports (BHSS) i
rice Partnerships (FSP) and Behavioral Health Serv
HSS, respectively. Ensure the validation states "Ro
utomatically display as a negative value. Ensure th
ie validation states, "Transfers Out and In Equal."
ement, the amount of funds the county can transf
ind engagement in Tab 5. Housing Interventions.
HSS, respectively. Ensure the validation states, "Ro
ent. Encumbered unspent MHSA funds tied to WE

l auto-populate. **Negative values indicate no tra**

r each source of funding, as defined in applicable
ed in Chapter 6, Section C of the BHSA County Pol
good faith effort to seek reimbursement from Me
source, such as Medi-Cal payment, commercial p

Table Four: BHSA Transfers	
County Base BHSA Funding Allocations	
Full-Service Partnership	
\$	814,118.00

\$	814,118.00
\$	814,118.00
BHSA Transfers	
Year One Summary (auto-populated)	
Full-Service Partnership	
	35%
\$	814,118.00
\$	11,042,935.11
\$	-
BHSA Transfers	
Year Two Summary (auto-populated)	
Full-Service Partnership	
	35%
\$	814,118.00
BHSA Transfers	
Year Three Summary (auto-populated)	
Full-Service Partnership	
	35%
\$	814,118.00
Grant Exemption	
(e)	
Housing Intervention Funds	
(Year One)	
\$	697,815.00
\$	348,907.50

\$	-
\$	348,907.50
Full Service Partnership Funds (Year One)	
\$	814,118.00
\$	-
\$	-
\$	814,118.00
Behavioral Health Services and Support Funding (Year One)	
\$	814,118.00
\$	-
\$	348,907.71
\$	1,163,025.71
Funding Transfers (Year One)	
Full-Service Partnership (Year One)	
	35%
	0%
	0%
	35%
Grant Exemption (Year One)	
Housing Intervention Funds (Year Two)	
\$	697,815.00
\$	348,907.50
\$	-
\$	348,907.50

Full Service Partnership Funds (Year Two)	
\$	814,118.00
\$	-
\$	-
\$	814,118.00
Behavioral Health Services and Support Funding (Year Two)	
\$	814,118.00
\$	-
\$	348,907.71
\$	1,163,025.71
Funding Transfers (Year Two)	
Full-Service Partnership (Year Two)	
	35%
	0%
	0%
	35%
nt Exemption (see)	
Housing Intervention Funds (Year Three)	
\$	697,815.00
\$	348,907.50
\$	-
\$	348,907.50
Full Service Partnership Funds (Year Three)	
\$	814,118.00

\$	-
\$	-
\$	814,118.00
Behavioral Health Services and Support Funding (Year Three)	
\$	814,118.00
\$	-
\$	348,907.71
\$	1,163,025.71
Funding Transfers (Year Three)	
Full-Service Partnership (Year Three)	
	35%
	0%
	0%
	35%
MHSA Transfers to BHSA	
Transferred to Housing Intervention	
\$	-
\$	-
\$	-
\$	-
\$	-

|

|

Entities must complete this sheet.

Other components. Enter this percentage as a positive

percentage for housing interventions.

Enter into Housing Interventions, respectively.

Enter into Services and Supports (BHSS), respectively.

Row Total Equals 100%."

The validation states, "Row Does Not Exceed 14%."

Enter the percentage of the Housing Intervention component (Row

Total) Equals 100%."

Row Total, CFTN, or INN should be included; unencumbered

Transfer is necessary.

Laws, regulations, and guidance, including the Behavioral Health Policy Manual, including requiring BHSA-funded providers to accept Medi-Cal managed care plans and commercial health insurance payment, etc.

County Base BHSA Funding Allocations Behavioral Health Services and Support	
\$	814,118.00

\$	814,118.00
\$	814,118.00
Behavioral Health Services and Support	
	50%
\$	1,163,025.71
\$	1,342,935.11
\$	-
Behavioral Health Services and Support	
	50%
\$	1,163,025.71
Behavioral Health Services and Support	
	50%
\$	1,163,025.71

ve value.

"

Row 75)

ered INN

ISA County Policy
providers to
th insurance.

County Base BHSAs Funding Allocations	
Total	
\$	2,326,051.00

\$	2,326,051.00
\$	2,326,051.00
Totals	
	100%
\$	2,326,051.21
\$	12,385,870.22
\$	-
Totals	
	100%
\$	2,326,051.21
Totals	
	100%
\$	2,326,051.21

Validation
Row Equals 100%
Row Does Not Exceed 14%
Transfers Out and In Equal
Row Equals 100%

Validation
Row Equals 100%
Row Does Not Exceed 14%
Transfers Out and In Equal
Row Equals 100%

Validation	
Row Equals 100%	
Row Does Not Exceed 14%	
Transfers Out and In Equal	
Row Equals 100%	
Transferred to Behavioral Health Services and Support	
\$	1,077,889.88
\$	-
\$	-
\$	265,045.23
\$	-
\$	-
\$	1,342,935.11

Instructions

Counties shall report their projected expenditures for their BHSA Housing I other non-BHSA funding sources in Tab Five.

Rows 39-42: input the estimated total Housing Intervention component al Input unspent MHSA dollars carried over to this component into row 42. R

Row 40: input the total dollar amount projected to be added to Housing I transferring excess PR funds to Housing Interventions please report them I

Rows 47-64: input the projected expenditures for each Housing Interventi

Row 46: the aim of Housing Interventions is to help individuals achieve pe individuals in permanent housing settings. Housing Interventions may only individuals who have exhausted the Transitional Rent benefit and 12 montl through their Medi-Cal MCP.

Row 51: pursuant to W&I Code section 5830, subdivision (c)(2), BHSA Hou Care Plans (MCP). Please indicate the projected expenditures for BHSA fun- funding sources excluding BHSA in columns F, G, and H:

Row 63: input expenditures for BHSA-funded innovation pilots or projects

Row 64: input expenditures for any encumbered MHSA INN Projects with

Row 65: the sub-total will be auto-populated, excluding the percentage of

Row 67: input the total dollar amount projected to be transferred out of H

Row 69 enter the total amount of direct and indirect costs required to imp

Row 70: the overall total of Housing Intervention expenditures will be autc

Row 72: input the total dollar amount for Housing Intervention componer This amount should equal 50% of Housing Interventions component alloca

Row 73: input the total dollar amount for Housing Intervention componer use disorder, if provided by the county. DHCS recognizes there may be dup

Row 75: the proportion of funds dedicated to capital development will be

Row 76: the proportion of funds dedicated to the chronically homeless po

Row 77: the proportion of funds dedicated to Outreach and Engagement v

Rows 79-80: input the estimated unduplicated count of individuals that wi

Row 82: auto-populates projected estimated amount of MHSA Encumbere

Reminder: 1) Counties must comply, and must ensure their providers com regulations, and guidance, including the BHSA County Policy Manual.

2) Counties must promote access to care through efficient use of state and requiring BHSA-funded providers to bill appropriately for services covered seek reimbursement from Medi-Cal managed care plans and commercial h funding and another funding source, such as Medi-Cal payment, commerc

	Total Housing Interventions Funding (Year One)

Total Estimated Housing Intervention Funding Received (BHSA Funds)	\$ 348,907.00
Transfers into Housing Intervention component from Local Prudent Reserve	\$ -
Total Estimated Housing Intervention Funding Allocated (MHSA - Unspent Carryover Funds)	\$ -
Total Estimated Housing Intervention Funding (BHSA + MHSA Funds)	\$ 348,907.00
Type of Service	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year One)
Housing Interventions Component Programs/Services	
Non-Time Limited Permanent Settings (e.g., supportive housing, apartments, single and multi-family homes, shared housing) (2)	
Rental Subsidies	\$ 67,226.00
Operating Subsidies	\$ -
Bundled Rental and Operating Subsidies	\$ -
% of Rental and Operating Subsidies Administered through Flex Pools	0%
Time Limited Interim Settings (e.g., hotel and motel stays, non-congregate interim housing models, recuperative care) (2)	
Rental Subsidies	\$ -
Operating Subsidies	\$ -
Bundled Rental and Operating Subsidies	\$ -
% of Rental and Operating Subsidies Administered through Flex Pools	0%
Other Housing Interventions	

Other Housing Supports: Landlord Outreach and Mitigation Funds (2)	\$ -
Other Housing Supports: Participant Assistant Funds (2)	\$ 20,000.00
Other Housing Supports: Housing Transition Navigation Services and Housing Tenancy Sustaining Services (2)	\$ 200,000.00
Other Housing Supports: Outreach and Engagement (2)	\$ 61,682.00
Capital Development Projects	\$ -
Housing Flex Pool Expenditures (start-up expenditures)	\$ -
BHSA Innovative Housing Intervention Pilots and Projects	\$ -
MHSA INN Projects	\$ -
Subtotal (auto-populated)	\$ 348,908.00
Housing Interventions Transfer Information	Year One
Transfers out of Housing Intervention component into Local Prudent Reserve (6)	\$ -
Housing Interventions Component Administrative Information	Year One
Housing Interventions Component Admin Expenses	\$ -
Total Housing Interventions Expenditures (auto-populated)	\$ 348,908.00
Housing Interventions Populations to be Served	Year One
Total Housing Interventions Component Funds Dedicated to Chronically Homeless Population (5)	\$ 174,454.00
Total Housing Interventions Component Funds Dedicated to Serving Individuals with a SUD only (5)	\$ 174,454.00

Housing Interventions Component Funds Validation (auto-populated based on inputs above)	Year One
Housing Intervention Component Funds Dedicated to Capital Development/Total Housing Interventions Funding (7) (auto-populated)	0.0%
Housing Interventions Component Funds Dedicated to Chronically Homeless Population/Total Housing Intervention Component Funding (8) (auto-populated)	50.0%
Housing Interventions Component Funds Used for Outreach and Engagement (2) (auto-populated)	17.7%
Projected Individuals to be Served (Unduplicated)	Year One
Eligible Children/TAY (25 years and younger)	3
Eligible Adults/Older Adults	10
Projected MHSA-Origin Encumbered INN Funds Available (exempt from suballocation requirements)	Year One
MHSA "Encumbered" INN	\$ -
References	
1. W&I Code § 5892, subdivision (a)(1)(A)(i) states 30% of BHSA funds distributed to counties shall be used for Housing Interventions.	
2. See Policy Manual Section 7.C.9 Allowable Expenditures and Related Requirements for further information regarding allowable Housing Interventions expenditures.	

3. Single room occupancy and recovery housing can be interim or permanent. If interim, Housing Interventions is limited to 6 months for those who have exhausted Transitional Rent or 12 months for those not eligible for Transitional Rent. Appendix B of the Policy Manual includes a crosswalk of coverage by select programs.

4. Congregate settings that have only a small number of individuals per room and sufficient common space (not larger dormitory sleeping halls) and does not include behavioral health residential treatment settings.

5. Counties must provide Housing Intervention services to eligible children, youth, and adults (defined in W&I Code section 5892) who are chronically homeless, experiencing homelessness, or at risk of homelessness. The provision of BHSA-funded Housing Interventions specifically for individuals with a substance use disorder is optional for counties, per W&I Code section 5891, subdivision (a)(2).

6. W&I Code § 5892, subdivision (b)(2).

7. W&I Code § 5892, subdivision (a)(1)(A)(iii) states no more than 25% of Housing Interventions funds may be used for capital development.

8. W&I Code § 5892, subdivision (a)(1)(A)(ii) states 50% of Housing Interventions funds shall be used for housing interventions for persons who are chronically homeless, with a focus on those in encampments.

Interventions allocation component. Counties shall report projected expenditures for all allocation received for each year. Row 39 will auto-populate from Tab Four in the BHSA Transfers row 43 will auto-populate-the sum of rows 40-42 to account for total funding. Intervention component funds from the prudent reserve, if applicable. If you reported on Tab 4, here.

Intervention component service category or program for each year.

Permanent housing stability. To the maximum extent possible, counties should seek to place youth be used for placement in interim settings for a limited time, 6 months for BHSA eligible youth for BHSA eligible individuals not eligible to receive Transitional Rent

Housing Interventions may not be used for housing services covered by Medi-Cal Managed Care funding ONLY in columns C, D, and E. Please indicate the projected expenditures for all other services that do NOT align with the sub-allocations above.

For rental and operating subsidies administered through Flex Pools.

Housing Intervention component funds into the prudent reserve.

Allocate this component. (See Policy Manual Chapter 6. BHT Fiscal Policies, Section B.8.2 Direct Care auto-populated-from rows 65, 67, and 69.

For programs and services that will be dedicated to the chronically homeless population.

For programs and services that will be dedicated to serving individuals with only a substance use complication with funds captured in row 72.

For auto-populated.

For population will be auto-populated.

For will be auto-populated.

For will be served across all Housing Intervention component services.

For ed INN funds that will be available in the BHSA HI component for each year.

For apply, with all applicable conditions for each source of funding, as defined in applicable laws, and county resources as outlined in Chapter 6, Section C of the BHSA County Policy Manual, including by the county's Medi-Cal Behavioral Health Delivery System and make a good faith effort to secure health insurance. These policies apply only to non-Housing services that are eligible for both Behavioral Health financial payment, etc.

Table Five: BHSA Components

Total Housing Interventions Funding (Year Two)	Total Housing Interventions Funding (Year Three)
---	---

\$	348,907.00	\$	348,907.00
\$	-	\$	-
\$	-	\$	-
\$	348,907.00	\$	348,907.00

Housing Interventions Category

Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year Two)	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year Three)	Projected Expenditures - All Other Funding Sources (Year One)
\$ 67,226.00	\$ 67,226.00	\$ 350,000.00
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
0%	0%	0%
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
0%	0%	0%

\$ -	\$ -	\$ -
\$ 20,000.00	\$ 20,000.00	\$ 50,000.00
\$ 200,000.00	\$ 200,000.00	\$ 173,261.00
\$ 61,682.00	\$ 61,682.00	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 348,908.00	\$ 348,908.00	\$ 573,261.00

Year Two	Year Three
-----------------	-------------------

\$ -	\$ -
------	------

Year Two	Year Three
-----------------	-------------------

\$ -	\$ -
------	------

\$ 348,908.00	\$ 348,908.00
---------------	---------------

Year Two	Year Three
-----------------	-------------------

\$ 174,454.00	\$ 174,454.00
---------------	---------------

\$ 174,454.00	\$ 174,454.00
---------------	---------------

Year Two	Year Three
0.0%	0.0%
50.0%	50.0%
17.7%	17.7%
Year Two	Year Three
3	3
10	10
Year Two	Year Three
\$ -	\$ -

s tab.

row 136 that you will be

Costs and Indirect Costs).

ling

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Projected Expenditures - All Other Funding Sources (Year Two)	Projected Expenditures - All Other Funding Sources (Year Three)
\$ 350,000.00	\$ 350,000.00
\$ -	\$ -
\$ -	\$ -
0%	0%
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
0%	0%

\$ -	\$ -
\$ 50,000.00	\$ 50,000.00
\$ 173,261.00	\$ 173,261.00
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ 573,261.00	\$ 573,261.00

Instructions

Counties shall report their projected expenditures of their Full Service Partnership (FSP) component allocation received from BSA. **Rows 24-27:** input the total estimated FSP component allocation received from BSA. Input unspent MHSA dollars carried over to this component into row 24. **Row 26:** input the total dollar amount projected to be added to FSP from BSA. **Rows 31-40:** input the projected expenditures for each FSP service category. Note: DHCS expects other required uses of FSP funding (e.g., mental health and supportive service or SUD treatment service expenditures). **Row 39:** input expenditures for BHSA-funded innovation pilots or projects. **Row 40:** input expenditures for any encumbered MHSA INN Projects v. **Row 41:** the subtotal of FSP programs/services will be auto-populated. **Row 43:** input the total dollar amount projected to be transferred out of FSP. **Row 45:** enter the total amount of direct and indirect costs required to be allocated to FSP. **Row 46:** total projected expenditures for FSP for each year will be auto-populated. **Rows 48 and 49:** input the estimated unduplicated count of individuals served. **Row 51:** auto-populates projected estimated amount of MHSA Encumbered. **Reminder:** 1) Counties must comply, and must ensure their providers follow the County Policy Manual. 2) Counties must promote access to care through efficient use of state funds, and appropriately for services covered by the county’s Medi-Cal Behavioral Health Policy. These policies apply only to non-Housing services that are eligible for

	Total Full Service Partnership (FSP) Funding (Year One)
Total Estimated Full Service Partnership Funding Received (BHSA Funds)	\$ 814,118.00
Transfers into Full Service Partnership component from Local Prudent Reserve	\$ -
Total Estimated Full Service Partnership Funding Allocated (MHSA - Unspent Carryover Funds)	
Total Estimated Full Service Partnership Funding (BHSA + MHSA Funds)	\$ 814,118.00

Type of Service	Projected Expenditures - Unspent MHSA and BHSAs Funding Only (Year One)
FSP Programs/Services	
Assertive Community Treatment (ACT)(2)	\$ -
Forensic Assertive Community Treatment (FACT) Fidelity (2)	\$ -
FSP Intensive Case Management	\$ 603,410.00
High Fidelity Wraparound	\$ 5,000.00
Individual Placement and Support (IPS) Model of Supported Employment (2)	\$ -
Assertive Field-Based Initiation for SUD Treatment Services	\$ 5,000.00
Other mental health or supportive services not already captured above (e.g., outreach, other recovery-oriented services, peers, etc.): Please define	\$ 90,000.00
Other substance use disorder treatment services not already captured above (primary SUD FSP programs, innovation, etc.): Please define	\$ -
BHSAs Innovative FSP Pilots and Projects	\$ -
MHSA INN Projects	\$ -
Subtotal (auto-populated)	\$ 703,410.00
FSP Transfer Information	
Year One	
Transfers out of FSP component into Local Prudent Reserve	\$ -
FSP Administrative Information	
Year One	
FSP Component Admin Expenses	\$ 110,708.00
Total Full Service Partnership Expenditures (auto-populated)	\$ 814,118.00
Projected Individuals to be Served (Unduplicated)	
Year One	

Eligible Children/TAY (25 years and younger)	3
Eligible Adults/Older Adults	50
Projected MHSA-Origin Encumbered INN Funds Available (exempt from suballocation requirements)	Year One
MHSA "Encumbered" INN	\$ -
References	
1. W&I Code § 5892, subdivision (a)(2)(A) states 35% of BHS funds distributed to counties shall be used for Full Service Partnership Programs.	
2. May be bundled or un-bundled depending on county BH-CONNECT opt-in.	

Partnership (FSP) funding for their BHTA allocation component, federal funding provided for each year. Row 24 will auto-populate from Tab Four in the BHTA 26. Row 27 will auto-populate the sum of rows 24-26 to account for total funding from the prudent reserve, if applicable. If you reported on Tab 4, row 137 total funding by category or program for each year.

health services, supportive services, substance use disorder (SUD) treatment services. Expenditures not included in these rows should be accounted for in rows 37-40 for other projects.

with services that do NOT align with the sub-allocations above.

deducted from rows 31-40.

allocation of FSP into the prudent reserve.

to implement this component. (See Policy Manual Chapter 6. BHT Fiscal Policy Manual) Auto-populated from rows 41, 43, and 45.

services that will be served across all FSP programs.

numbered INN funds that will be available in the BHTA FSP component for each year. Comply, with all applicable conditions for each source of funding, as defined in the BHTA and county resources as outlined in Chapter 6, Section C of the BHTA County Health Delivery System and make a good faith effort to seek reimbursement from both BHTA funding and another funding source, such as Medi-Cal payments.

Table Six: BHTA Component

Total Full Service Partnership (FSP) Funding (Year Two)	Total Full Service Partnership (FSP) Funding (Year Three)
\$ 814,118.00	\$ 814,118.00
\$ -	\$ -
\$ 671,468.00	\$ 671,467.00
\$ 1,485,586.00	\$ 1,485,585.00
Full Service Partnership Category	

Projected Expenditures - Unspent MHSA and BHA Funding Only (Year Two)	Projected Expenditures - Unspent MHSA and BHA Funding Only (Year Three)	Projected Expenditures - Federal Financial Participation (Year One)
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 1,274,878.00	\$ 1,274,877.00	\$ -
\$ 5,000.00	\$ 5,000.00	\$ -
\$ -	\$ -	\$ -
\$ 5,000.00	\$ 5,000.00	\$ -
\$ 90,000.00	\$ 90,000.00	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 1,374,878.00	\$ 1,374,877.00	\$ -
Year Two	Year Three	
\$ -	\$ -	
Year Two	Year Three	
\$ 110,708.00	\$ 110,708.00	
\$ 1,485,586.00	\$ 1,485,585.00	
Year Two	Year Three	

	3		3
	50		50
Year Two		Year Three	
\$	-	\$	-

financial participation, and all other non-BHSA funding sources in Tab Six.

. Transfers tab.

funding.

that you will be transferring excess PR funds to FSP please report them here

(for direct services, ongoing engagement services) to be captured within rows 31-38, accordingly.

(policies, Section B.8.2 Direct Costs and Indirect Costs).

each year.

as required in applicable laws, regulations, and guidance, including the BHSA County

Policy Manual, including requiring BHSA-funded providers to bill for services from Medi-Cal managed care plans and commercial health insurance, etc.

Items

Category (1)

Projected Expenditures - Federal Financial Participation (Year Two)	Projected Expenditures - Federal Financial Participation (Year Three)	Projected Expenditures - All Other Funding Sources (Year One)
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

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Projected Expenditures - All Other Funding Sources (Year Two)	Projected Expenditures - All Other Funding Sources (Year Three)
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

Instructions

Counties shall report their projected expenditures of their Behavioral Health Services (BHSS) component allocation received from BSA. **Row 26-29:** input the total estimated BHSS component allocation received from BSA. **Row 27:** input the total dollar amount projected to the BHSS funding component. Input unspent MHSA dollars carried over to this component into row 28. **Rows 33-46:** input the projected expenditures for each BHSS service category. **Row 45:** input expenditures for BSA-funded innovation pilots or projects. **Row 46:** input expenditures for any encumbered MHSA INN Projects with BSA. **Row 47:** the subtotal for projected expenditures will be auto-populated. **Row 49:** input the total dollar amount projected to be transferred out of the BHSS component. **Row 51:** enter the total amount of direct and indirect costs required to deliver BHSS. **Row 52:** the total for projected BHSS expenditures will be auto-populated. **Row 54:** input the total dollar amount of Youth-Focused (25 years and younger) EI funds. **Row 56:** the proportion of EI funds will auto-populate from rows 29 and 54. **Row 57:** the proportion of Youth-Focused (25 years and younger) EI funds will auto-populate from rows 29 and 54. **Rows 59-60:** input the estimated unduplicated count of individuals that will be served by the BHSS component. **Rows 62-63:** input the estimated amount of BHSS funds that will be transferred to the BHSS component. **Rows 65-67:** auto-populates projected estimated amount of MHSA WEI funds. **Reminder:** 1) Counties must comply, and must ensure their providers comply with BSA policies and guidance, including the BSA County Policy Manual. 2) Counties must comply with the requirements of Chapter 6, Section C of the BSA County Policy Manual, including requirements for the Behavioral Health Delivery System and make a good faith effort to seek to comply with these policies. These policies apply only to non-Housing services that are eligible for BSA funding.

	Total Behavioral Health Services and Supports (BHSS) Funding (Year One)
Total Estimated Behavioral Health Services and Support Funding Received (BSA Funds)	\$ 1,163,025.00
Transfers into Behavioral Health Services and Support component from Local Prudent Reserve	\$ -
Total Estimated Behavioral Health Services and Support Funding Allocated (MHSA - Unspent Carryover Funds)	\$ -

Total Estimated Behavioral Health Services and Support Funding (BHSA + MHSA Funds)	\$ 1,163,025.00
Type of Service	Projected Expenditures - Unspent MHSA and BHSA Funding Only (Year One)
BHSS Programs/Services	
Children's System of Care-Non FSP (25 years and younger)	\$ 313,967.00
Adult and Older Adult System of Care, Excluding Populations Identified in 5892(a)(1) and 5892(a)(2)-Non FSP	\$ 32,476.00
Early Intervention Expenditures	\$ 80,000.00
Coordinated Specialty Care for First Episode Psychosis	\$ -
All Other EI Expenditures	\$ 80,000.00
Outreach and Engagement	\$ 255,925.00
Workforce Education and Training (WET)	\$ 152,500.00
Dedicated BHSA WET funds	\$ 152,500.00
Dedicated MHSA WET funds	\$ -
Capital Facilities and Technological Needs (CFTN)	\$ 199,310.00
Dedicated BHSA CF/TN funds	\$ 199,310.00
Dedicated MHSA CF/TN funds	\$ -
BHSA Innovative BHSS Pilots and Projects	\$ -
MHSA INN Projects	\$ -
Subtotal (auto-populated)	\$ 1,034,178.00
BHSS Prudent Reserve Transfer Information	Year One
Transfers out of BHSS component into Local Prudent Reserve	\$ -
BHSS Administrative Information	Year One
BHSS Component Admin Expenses	\$ 128,847.00

Total Behavioral Health Services and Supports Expenditures (auto-populated)	\$ 1,163,025.00
Youth-Focused Early Intervention Expenditures	Year One
Total Youth-Focused (25 years and younger) Early Intervention Expenditures	\$ 393,967.00
Behavioral Health Services and Supports Validation (auto-populated based on inputs above)	Year One
BHSS Funds Early Intervention Expenditures/Total BHSS Funding (2)	6.9%
Youth-Focused (25 years and younger) Early Intervention Expenditures/Total Allocated Early Intervention Funds (3)	492.5%
Projected Individuals to be Served (Unduplicated)	Year One
Eligible Children/TAY (25 years and younger)	78
Eligible Adults/Older Adults	178
Projected BHSS Funds transferred to WET or CF/TN	Year One
BHSS transfer to WET	\$ -
BHSS transfer to CF/TN	\$ -
Projected MHSA-Origin WET, CF/TN and Encumbered INN Funds Available (exempt from suballocation requirements)	Year One
Estimated MHSA WET Funds	\$ -
Estimated MHSA CF/TN Funds	\$ -
MHSA "Encumbered" INN	\$ -
References	

1. W&I Code § 5892, subdivision (a)(3)(A) states 35% of BHS funds distributed to counties shall be used for Behavioral Health Services and Supports (BHSS).

2. W&I Code § 5892, subdivision (a)(3)(B)(i) states counties shall utilize at least 51% of BHSS funding for early intervention programs.

3. W&I Code § 5892, subdivision (a)(3)(B)(ii) states that at least 51% of funds allocated for early intervention programs must serve individuals 25 years of age and younger.

4. BHSA Policy Manual Ch. 6 § B.7.3 states that MHSA WET or CFTN funds transferred into BHSA BHSS will remain WET or CFTN funds and will not be subject to the suballocation requirements. Counties may set aside BHSS funds for WET and CFTN; the reversion period for these specific funds is ten years. All transfers into WET and CFTN are irrevocable and cannot be transferred out of WET and CFTN. Counties may continue to keep separate fund accounts to track their WET and CFTN funds.

5. BHSAs Policy Manual Ch. 6 § B.8.2.2 states that the share of indirect costs attributed to BHSAs funding should be in proportion to the extent the BHSAs program benefits from the support activity. Proportional administrative and indirect costs will be verified through the Behavioral Health Outcomes Accountability and Transparency Report (BHOATR). Counties should ensure that their cost-allocation methodology complies with 2 CFR 200 and appropriately distributes costs in proportion.

Health Services and Supports funding for their BHSA allocation component provided for each year. Row 26 will auto-populate from Tab Four in the BHSA component from the prudent reserve (if applicable). If you reported on Tab 3. Row 29 will auto-populate the sum of rows 26-28.

Category or program for each year. Rows 35, 39, and 42 auto-populate from acts.

with services that do NOT align with the sub-allocations above.

deducted from rows 33 - 35, 38, 39, 42, 45, and 46.

of the BHSS funding component into the prudent reserve.

to implement this component. (See Policy Manual Chapter 6. BHT Fiscal Policies) Funded from rows 47, 49, and 51.

(younger) Early Intervention Expenditures.

Row 35. Note: MHSA WET, INN, and CF/TN funds in Rows 65-67 will be deducted. Funds will auto-populate from rows 35 and 54.

that will be served across all BHSA-funded programs.

transferred to WET and CF/TN for each year.

WET, CF/TN, and Encumbered INN funds that will be available in the BHSA Budget.

comply, with all applicable conditions for each source of funding, as defined in the BHT Fiscal Policies.

must promote access to care through efficient use of state and county resources.

requiring BHSA-funded providers to bill appropriately for services covered by Medi-Cal.

for reimbursement from Medi-Cal managed care plans and commercial health plans.

that both BHSA funding and another funding source, such as Medi-Cal paymer

Table Seven: BHSA Component

Total Behavioral Health Services and Supports (BHSS) Funding (Year Two)	Total Behavioral Health Services and Supports (BHSS) Funding (Year Three)
\$ 1,163,025.00	\$ 1,163,025.00
\$ -	\$ -
\$ 671,468.00	\$ 671,467.00

\$ 1,834,493.00	\$ 1,834,492.00	
Behavioral Health Services and Support		
Projected Expenditures - Unspent MHTA and BHTA Funding Only (Year Two)	Projected Expenditures - Unspent MHTA and BHTA Funding Only (Year Three)	Projected Expenditures - Federal Financial Participation (Year One)
\$ 313,967.00	\$ 313,967.00	\$ -
\$ 32,476.00	\$ 32,476.00	\$ -
\$ 80,000.00	\$ 80,000.00	\$ -
\$ -	\$ -	\$ -
\$ 80,000.00	\$ 80,000.00	\$ -
\$ 927,393.00	\$ 927,392.00	\$ -
\$ 152,500.00	\$ 152,500.00	\$ -
\$ 152,500.00	\$ 152,500.00	\$ -
\$ -	\$ -	\$ -
\$ 199,310.00	\$ 199,310.00	\$ -
\$ 199,310.00	\$ 199,310.00	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 1,705,646.00	\$ 1,705,645.00	\$ -
Year Two	Year Three	
\$ -	\$ -	
Year Two	Year Three	
\$ 128,847.00	\$ 128,847.00	

\$ 1,834,493.00	\$ 1,834,492.00
Year Two	Year Three
\$ 393,967.00	\$ 393,967.00
Year Two	Year Three
4.4%	4.4%
492.5%	492.5%
Year Two	Year Three
78	78
178	178
Year Two	Year Three
\$ -	\$ -
\$ -	\$ -
Year Two	Year Three
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

; federal financial participation, and all other non-BHSA funding sources in the Transfers tab.

On line 4, row 138 that you will be transferring excess PR funds to BHSS please

indicate their sub rows.

(See the instructions, Section B.8.2 Direct Costs and Indirect Costs).

deducted from the revenue (excluded from the denominator).

BHSS component for each year.

as defined in applicable laws, regulations,

and funding sources as outlined in

the county's Medi-Cal

and health insurance.

including self-pay, commercial payment, etc.

Comments

in Tab Seven.

report them here.



References

1. W&I Code § 5963, subdivision (c) states that any costs incurred for BHSA implementation exceeding the required maximums set forth in W&I Code § 5892, subdivision (e)(1)(B) and W&I Code § 5892, subdivision (e)(2)(B) will be included in the Governors 2024-2025 May Revision.

(HSA) plan administration in Tab Eight.
 Improvement and monitoring activities, including plan
 and monitoring of subcontractor compliance for all
 funded by a Medi-Cal behavioral health delivery system,
 projects for Assistance in Transition from Homelessness
 Substance Use and Mental Health Services Administration grants
 of total projected annual revenues of the local
 of the total projected annual revenues of the local
 Any costs that exceed that amount will be
 reported only on this tab, not the BHSA component tabs.
 Integrated Plan annual planning costs,
 activities by year. Under W&I Code § 5892 (e)(1)(B), this
 is a local health services fund. Any costs that exceed
 reported on this tab, not the BHSA component tabs.
 Health agency administrative costs to implement W&I

The Admin Spending Overages section presents accurately.
 and.

Auto-populated from rows 32 and 27.
 Auto-populated from rows 28 and 32.

This section will auto-populate any Improvement and Monitoring
 for the Local Behavioral Health Services Fund and any County Integrated
 revenues of the Local Behavioral Health Services Fund.

HSA Plan Administration		
Year One	Year Two	Year Three
\$ 93,042.00	\$ 93,042.00	\$ 93,042.00
\$ 116,302.00	\$ 116,302.00	\$ 116,302.00
\$ 93,042.00	\$ 93,042.00	\$ 93,042.00
Less than 200k		
\$ 2,326,051.00	\$ 2,326,051.00	\$ 2,326,051.00
4.0%	4.0%	4.0%
5.0%	5.0%	5.0%
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

Instructions

Counties shall report their estimated local prudent reserve maximums for each allocation component in Tab Nine.

Rows 18-19: dollar amounts will be auto-populated from Tab 4 rows 133-134.

Row 20: total excess prudent reserve dollars will be auto-populated from rows 18-19.

Rows 21-23: total dollar amounts will be auto-populated from Tab 4, rows 136-138.

Row 24: total excess prudent reserve funds allocated to BHSA components will be auto-populated from rows 21-23.

Row 25: auto-validates from rows 20 and 24 to check if the county has "No Excess" or must "Reduce Excess" prudent reserve.

Row 26: the total amount of planned contributions into the prudent reserve from all BSA components allocations across all plan years will be auto-populated from Tab 5 row 6 row 43, and Tab 7 row 49.

Row 27: the total amount of planned distributions from the prudent reserve into the BSA component allocations across all plan years will be auto-populated from Tab 5 row 40 row 25, and Tab 7 row 27.

Table Nine: Estimated Local Prudent Reserve Balance
Estimated Local Prudent Reserve Balance At End of Previous Fiscal Year
Local Prudent Reserve Maximum (1)
Excess Prudent Reserve Funds (auto-populated)
Total prudent reserve funds above prudent reserve maximum allocated to Housing Interventions
Total prudent reserve funds above maximum allocated to Full Service Partnerships
Total prudent reserve funds above maximum allocated to Behavioral Health Services and Supports
Total Excess Prudent Reserve Funds allocated to BHSA Component Allocations (auto-populated)
Auto-validation: allocation of all excess Prudent Reserve Funds
Total Contributions Into the Local Prudent Reserve (auto-populated)
Total Distributions From the Local Prudent Reserve (auto-populated)
References

1. W&I Code § 5892, subdivision (b)(3)-(4) states a county's prudent reserve must not exceed 20% of average of the total funds distributed to the county Behavioral Health Services Fund over past five years (25% for counties with a population of less than 200,000).

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BHSA
7, Tab 6

BHSA
, Tab 6

\$	416,717.69
\$	500,534.08
\$	(83,816.39)
\$	-
\$	-
\$	-
\$	-
NO EXCESS	
\$	-
\$	-

Instructions

Counties will complete Tabs One through Nine prior to completing Tab Ten. Data on **Rows 25, 28, and 31:** the new base percentage for each component will be auto-populated from **Rows 26, 29, and 32:** the dollar amount allocated to each component for each year and Tab 7, row 26, respectively.

Row 35: the total amount of BHSA funding for each component auto-populated from **Rows 36, 44, and 52:** the total amount of funding transferred from the prudent reserves auto-populated from Tab 5, row 40; Tab 6, row 25; and Tab 7, row 27.

Row 37: the total amount of unspent MHSA-carryover funds from prior fiscal years, **Rows 38, 46, and 54:** estimated total available funding will be auto-populated from **Rows 39, 47, and 55:** the total amount of funding transferred from each BHSA component auto-populated from Tab 5, row 67; Tab 6, row 43; and Tab 7, row 49.

Rows 40, 48, and 56: estimated expenditures for each component will be auto-populated from **Rows 45 and 53:** auto-populated by adding the existing year's carryover MHSA funding to the current year's funding.

Rows 59-61: the total amount of annual BHSA plan administration expenses from Tab 7, row 27.

Reminder: 1) Counties must comply, and must ensure their providers comply, with all applicable state and federal regulations, and guidance, including the BHSA County Policy Manual.

2) Counties must promote access to care through efficient use of state and county resources, including requiring BHSA-funded providers to bill appropriately for services covered by Medi-Cal and make a good faith effort to seek reimbursement from Medi-Cal managed care plans and other payers that are eligible for both BHSA funding and another funding source, such as Medi-Cal.

Table Ten: BHSA Funding	
	Housing Interventions
Year One	
Allocation Percentage, with Transfers	15%
Component Allocations	\$ 348,907.00
Year Two	
Allocation Percentage, with Transfers	15%
Component Allocations	\$ 348,907.00
Year Three	
Allocation Percentage, with Transfers	15%
Component Allocations	\$ 348,907.00
BHSA Funding	

	Housing Interventions (Year One)
Estimated Year One Component Allocations <i>(BHSA Funding Only)</i>	\$ 348,907.00
Transfers From PR Into Component	\$ -
Estimated Unspent Funds From Prior Fiscal Years (Including MHSA Funds) <i>(Unspent Carryover MHSA Funds)</i>	\$ -
Estimated Total Available Funding for Year One	\$ 348,907.00
Transfers from Component Into PR	\$ -
Estimated Total Year One Expenditures	\$ 348,908.00
BHSA Funding	
	Housing Interventions (Year Two)
Estimated New Year Two Component Allocations <i>(BHSA Funding Only)</i>	\$ 348,907.00
Transfers From PR Into Component	\$ -
Estimated Unspent Funds From Prior Fiscal Years (Including MHSA Funds)	\$ (1.00)
Estimated Total Available Funding for Year Two	\$ 348,906.00
Transfers from Component Into PR	\$ -
Estimated Total Year Two Expenditures	\$ 348,908.00
BHSA Funding	
	Housing Interventions (Year Three)
Estimated New Year Three Component Allocations <i>(BHSA Funding Only)</i>	\$ 348,907.00

Transfers From PR Into Component	\$ -
Estimated Unspent Funds From Prior Fiscal Years (Including MHSA Funds)	\$ (2.00)
Estimated Total Available Funding for Year Three	\$ 348,905.00
Transfers from Component Into PR	\$ -
Estimated Total Year Three Expenditures	\$ 348,908.00
BHSA	
Plan Admin Category	Year One
Total Projected Improvement and Monitoring Expenditures	\$ 93,042.00
Total Projected County Integrated Plan Annual Planning Expenditures	\$ 116,302.00
Total Projected New and Ongoing Administrative Expenditures	\$ 93,042.00

n other tabs will auto-populate to Tab Ten.
 opulated from Tab 4, rows 43, 49, and 53.
 r of the Integrated Plan will be auto-populated from Tab 5, row 39; T
 om Tab 5, row 39; Tab 6, row 24; and Tab 7, row 26.
 erve into each BHSA component allocation for each plan year will be
 . will be auto-populated from Tab 5, row 41; Tab 6, row 26; and Tab 7
 n rows 35-37, 43-45 and 51-53.
 uponent into the prudent reserve for each plan year will be auto-pop
 ulated from Tab 5, row 70; Tab 6, row 46; and Tab 7, row 52.
 ids to any remaining funds (from all sources) not spent from the pre
 Tab 8, rows 27-29.
 all applicable conditions for each source of funding, as defined in ap

resources as outlined in Chapter 6, Section C of the BHSA County Pol
 d by the county's Medi-Cal Behavioral Health Delivery System and m
 ommercial health insurance. These policies apply only to non-Housing
 Cal payment, commercial payment, etc.

Funding Summary (auto-populated)	
Full-Service Partnerships	Behavioral Health Services and Supports
35%	50%
\$ 814,118.00	\$ 1,163,025.00
35%	50%
\$ 814,118.00	\$ 1,163,025.00
35%	50%
\$ 814,118.00	\$ 1,163,025.00
Funding Summary (Year One)	

Full Service Partnerships (Year One)	Behavioral Health Services and Supports (Year One)
\$ 814,118.00	\$ 1,163,025.00
\$ -	\$ -
\$ -	\$ -
\$ 814,118.00	\$ 1,163,025.00
\$ -	\$ -
\$ 814,118.00	\$ 1,163,025.00
Ending Summary (Year Two)	
Full Service Partnerships (Year Two)	Behavioral Health Services and Supports (Year Two)
\$ 814,118.00	\$ 1,163,025.00
\$ -	\$ -
\$ 671,468.00	\$ 671,468.00
\$ 1,485,586.00	\$ 1,834,493.00
\$ -	\$ -
\$ 1,485,586.00	\$ 1,834,493.00
Ending Summary (Year Three)	
Full Service Partnerships (Year Three)	Behavioral Health Services and Supports (Year Three)
\$ 814,118.00	\$ 1,163,025.00

\$ -	\$ -
\$ 671,467.00	\$ 671,467.00
\$ 1,485,585.00	\$ 1,834,492.00
\$ -	\$ -
\$ 1,485,585.00	\$ 1,834,492.00

Plan Admin Expenses

Year Two	Year Three
\$ 93,042.00	\$ 93,042.00
\$ 116,302.00	\$ 116,302.00
\$ 93,042.00	\$ 93,042.00

Tab 6, row 24;

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7, row 28.

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Total	
	100%
\$	2,326,050.00
	100%
\$	2,326,050.00
	100%
\$	2,326,050.00

Year One Totals

\$ 2,326,050.00

\$ -

\$ -

\$ 2,326,050.00

\$ -

\$ 2,326,051.00

Year Two Totals

\$ 2,326,050.00

\$ -

\$ 1,342,935.00

\$ 3,668,985.00

\$ -

\$ 3,668,987.00

Year Three Totals

\$ 2,326,050.00

\$	-
\$	1,342,932.00
\$	3,668,982.00
\$	-
\$	3,668,985.00
Total	
\$	279,126.00
\$	348,906.00
\$	279,126.00

3.0	2/18/2026
3.0	2/18/2026
3.0	2/18/2026

Budget Template Updates

Description of Changes

Tab 10 (BHSA Summary): Formula updated to avoid double counting of MHPA unspent carryover funds.

Tab 7 (BHSS): EI Threshold calculation should exclude MHPA transferred WET and CFTN funds as they are exempt from suballocation requirements, formula revised to remove WET and CFTN. Added a BHSS transfer to WET/CFTN for reversion tracking.

Tab 8 (BHSA Plan Admin): Updated instructions to clarify DHCS will not pre-populate data for "Total Projected Annual Revenues of BHSA". Counties must enter in the data.

Tab 5, 6, 7 (BHSA Components): Added unspent MHPA funds row for year 1, 2 and 3.

Tab 7 (BHSS): Added separate rows for unspent MHPA WET/CFTN expenditures.

Tabs 1-10: Fixed formula and instruction errors

Tab 4 (BHSA Transfers): Added Year 2 and Year 3 for exemption requests

Tab 4 (BHSA Transfers): Added validation check for funding transfers

Tab 4 (BHSA Transfers): Added two new rows for unspent MHPA "Encumbered" INN Funds and unspent MHPA "Unencumbered" INN Funds.

Tab 5, 6 and 7 (BHSA Components): Moved transfers from prudent reserve into the BHSA component funding section to be included with total revenue

Tab 5, 6, and 7 (BHSA Components): Included prudent reserve transfers as an expenditure

Tab 5, 6, and 7 (BHSA Components): Included prudent reserve transfers as an expenditure

Tab 5, 6 and 7 (BHSA Components): Added a row for projected MHPA "Encumbered" INN Project expenditures.

Tab 5 (Housing Interventions): Removed projected encumbered MHPA INN fund expenditures from the 50% HI funds dedicated to chronically homeless suballocation requirement calculation.

Tab 7 (BHSS): Removed projected encumbered MHPA INN fund expenditures from the 51% BHSS funds dedicated to Early Intervention suballocation requirement calculation

Tab 8 (BHSA Plan Admin): Updated to include a validation check for "Improvement and Monitoring" (2% or 4%) and "Planning" (5%)

Tab 9 (Prudent Reserve Assessment): Updated PR validation checks to “No Excess” or “Reduce Excess”

Tab 10 (BHSA Summary): Included component percentage breakdowns for all three years

Tab 10 (BHSA Summary): Include total administrative and planning expenditures from tab 8

2/18/2026
2/18/2026
2/18/2026



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-379

Letter Opposing Senate Bill 1329 Board of Supervisors ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign a letter opposing Senate Bill 1329, which could have significant negative impacts on Inyo County's tax base if approved.

BACKGROUND / SUMMARY / JUSTIFICATION:

SB 1329 was introduced by Senator Jerry McNerney to establish uniform rules regarding the method of valuation of an active solar-energy system, for tax assessment purposes. The bill would require counties to use a lower-yield valuation method for active solar-energy systems. Specifically, it provides that the preferred valuation of an active solar-energy system is the "replacement cost new" less depreciation (i.e., wear-and-tear) and all other forms of obsolescence (i.e., outdated, unused, or unnecessary technology).

In addition to requiring a formula-based valuation approach rather than the traditional market-based method, SB 1329 also mandates additional reductions tied to tax credits, subsidies, tariffs, duties, and similar factors. As such, it would reduce Inyo County's future property-tax revenue from utility-scale solar projects and increase administrative workload for the County Assessor. What's more, the state will not reimburse counties for the resulting revenue losses.

The impact to Inyo County if AB 1329 is approved could be tremendous, especially considering its extremely low tax base and lack of private land.

A draft letter is attached expressing Inyo County's opposition to the bill.

FISCAL IMPACT:

There is no fiscal impact associated with sending the attached letter.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can decline to send the letter or ask for changes.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Assessor's Office.

STRATEGIC PLAN ALIGNMENT:

Not Applicable.

APPROVALS:

Darcy Israel	Created/Initiated - 05/27/2026
Darcy Israel	Approved - 05/27/2026
John Vallejo	Approved - 05/28/2026
David Fraser	Final Approval - 06/01/2026

ATTACHMENTS:

1. Opposition to SB 1329



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



June 9, 2026

The Honorable Sabrina Cervantes
Chair, Senate Appropriations Committee
State Capitol, Room 412
Sacramento, CA 95814

RE: Opposition to SB 1329 (McNerney) - Property Taxation of Utility-Scale Solar Facilities

Dear Chair Cervantes and Members of the Committee,

On behalf of the Inyo County Board of Supervisors, I write to respectfully oppose SB 1329, which would significantly alter the method used to assess the taxable value of utility-scale solar energy facilities.

Inyo County supports renewable energy development and California's clean-energy goals, and works collaboratively with developers to facilitate responsible renewable-energy development. Inyo County hosts not just utility-scale solar facilities, but also geothermal operations. These projects are important to California's clean-energy future, but they also require land, roads, permitting oversight, emergency response capacity, infrastructure, and long-term public services.

The formula-driven approach to property appraisal proposed in SB 1329 departs from traditional market-based appraisal standards and limits the ability of county assessors to independently determine fair market value. SB 1329 would artificially reduce the assessed value of these facilities, resulting in major losses of property tax revenue for Inyo County, our schools, special districts, and public safety agencies. For a rural county with a limited tax base – only 1.7 percent is private land – and a high proportion of federal land, even modest reductions in assessed value have outsized consequences.

More troubling, SB 1329 provides that the state shall not reimburse local agencies for property tax revenues lost as a result of the bill. In effect, the Legislature would be advancing a statewide energy policy objective while leaving counties, cities, schools, and special districts to absorb the fiscal loss. Inyo County already operates with constrained resources due to our unique geography, small population, and limited private land. SB 1329 would further erode our ability to provide essential services to residents and to support the very renewable energy projects the state relies upon.

Inyo County is also concerned about the precedent SB 1329 could set for other energy and infrastructure sectors. Once the Legislature establishes a statutory formula that subtracts incentives, subsidies, tariffs, and other costs for one class of energy property, other industries may seek similar treatment.

Inyo County has been, and will continue to be, a partner in California's clean-energy future. However, SB 1329 undermines this partnership by requiring counties to absorb the impacts and carry the service demands associated with solar energy, and then reducing the local tax needed to serve our residents.

For these reasons, the Inyo County Board of Supervisors respectfully urges the Legislature to reject SB 1329.

Thank you for your consideration of our concerns.

Sincerely,

Chairperson Trina Orrill
Inyo County Board of Supervisors



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 9, 2026

Reference ID:
2026-363

Consideration of Board of Supervisors' Budget Narrative for Fiscal Year 2026-2027

Board of Supervisors

NO ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Review and direct staff to make any desired changes to the draft narrative for the Fiscal Year 2026-2027 Board of Supervisors Budget.

BACKGROUND / SUMMARY / JUSTIFICATION:

Each budget for every department in the County is accompanied by a narrative when presented for approval each fall as part of the budget package. The narratives include departmental overviews and list successes from the prior fiscal year and goals for the new one.

Work has already commenced on the FY 26-27 budget; a rough draft of the Board of Supervisors' narrative portion is attached for the Board's consideration.

FISCAL IMPACT:

There are no fiscal impacts associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decline to review the document and provide associated comments, in which case Administration staff would finalize the narrative on the Board's behalf.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Administration

STRATEGIC PLAN ALIGNMENT:

N/A

APPROVALS:

Darcy Israel	Created/Initiated - 05/29/2026
Darcy Israel	Approved - 05/29/2026
John Vallejo	Approved - 05/29/2026

Denelle Carrington
David Fraser

Approved - 06/01/2026
Final Approval - 06/01/2026

ATTACHMENTS:

1. Draft Board of Supervisors FY 26-27 Budget Narrative

BOARD OF SUPERVISORS (010100)

BOARD OF SUPERVISORS

BUDGET UNIT OVERVIEW

FUNCTIONS

The Board of Supervisors is the Legislative Body of the County, responsible for setting policy that affects the county's 19,000-plus residents, the millions of visitors traveling through the county every year, and the future generations who will call Inyo County home. The Board's members are elected from each of Inyo County's five supervisorial districts and are charged with representing both the interests of their individual districts and those of the county as a whole, and participating in and encouraging public engagement and opportunities for public interface.

2026-2027 GOALS

- Continue to support the goals of the Strategic Plan and direct resources toward priorities identified in the guiding document:
 1. Thriving Communities (i.e., improved housing opportunities, enhanced social services, quality parks and recreation amenities, improved infrastructure)
 2. Economic Enhancement (i.e., sustainable recreation, workforce/business development efforts, land-based business venture support, marketing, regional promotion and film permitting efforts)
 3. High-Quality Services (i.e., staff recruitment strategies and efforts, effective public information dissemination, improved online services, improved internal systems that support County operations, addressing service gaps)
- Continue to support County departments in the delivery of critical services and meeting the goals of the Strategic Plan.
- Continue to meet with, correspond with, receive feedback from, provide voices for, and advocate on behalf of our constituents.

2025-2026 ACHIEVEMENTS

- Adopted a balanced and fiscally prudent budget that fulfilled key staffing requests, maintained vital public services, invested in infrastructure, preserved contributions to community events and projects, and also contributed funding to contingencies and reserves.
- Engaged with local, state, and federal agencies and representatives on the pressing issues of wildfire protection and rising insurance rates for homeowners, water infrastructure, reliable and affordable broadband, sustainable recreation, housing and homelessness, veterans' protections, sustaining rural hospital operations, emergency response and EMS operations, adequate reimbursement from FEMA, and the impacts of H.R. 1.
- Entered into a loan agreement with Southern Inyo Hospital District to help keep its doors open, contingent on the district receiving \$2.5 million in emergency funding from other sources.
- Adopted an ordinance establishing a mandatory water vessel inspection and decontamination program aimed at preventing infestation of the Golden Mussel in local water ways and surface water infrastructure.
- In partnership with Animal Services, launched the "Pet Adoption Spotlight" to use Board of Supervisors meetings to encourage adoption from the Inyo County Animal Shelter.