



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

### Regular Meeting May 6, 2014

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**TELECONFERENCE LOCATIONS:** 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

**NOTE:** 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) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at [www.monocounty.ca.gov](http://www.monocounty.ca.gov) . If you would like to receive an automatic copy of this agenda by email, please send your request to Lynda Roberts, Clerk of the Board: [lroberts@mono.ca.gov](mailto:lroberts@mono.ca.gov) .

***UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.***

9:00 AM Call meeting to Order

Pledge of Allegiance

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

**2. APPROVAL OF MINUTES**

**A. Board Minutes**

Departments: Clerk of the Board

Approve Minutes of the Regular Meeting held on April 15, 2014.

**B. Board Minutes**

Departments: Clerk of the Board

Approve Minutes of the Special Meeting held on April 23, 2014.

**3. PRESENTATIONS**

**A. Proclamation designating the Month of May 2014 as Foster Parent Appreciation Month**

Departments: Social Services

15 minutes

(Marlo Preis, Staff Services Analyst II) - The Department of Social Services requests the Board of Supervisors join the nation in recognizing the importance of foster care by officially proclaiming May as "Foster Parent Appreciation Month" in Mono County, in order to thank existing foster parents, increase public awareness, and promote recruitment of much needed additional foster families. Mono County foster parents will be in attendance to receive in-person the proposed proclamation in honor of Foster Parent Appreciation Month.

**Recommended Action:** Approve Proclamation and present foster parents of Mono County with copy of the Proclamation.

**Fiscal Impact:** None.

**4. BOARD MEMBER REPORTS**

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

**5. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

**6. DEPARTMENT/COMMISSION REPORTS**

**7. CONSENT AGENDA**

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

**A. Department of Public Health Immunization Contract Fiscal Year 2013-2017**

Departments: Public Health

Proposed contract with California Department of Public Health pertaining to

immunization services.

**Recommended Action:** Approve and authorize the Chair to sign the Standard Agreement, Number 13-20334 with the California Department of Public Health (CDPH) for the Immunization Program for FY 2013-2017. PLEASE NOTE: This item had previously been to the Board of Supervisors and approved on November 5, 2013. The California Department of Public Health has returned the contracts for amendment for a verbiage change. The title "Immunization Coordinator" has been requested and therefore changed to "Health Program Manager." No other changes have been made.

**Fiscal Impact:** \$100,000 to provide immunization services in FY 2013-2017. This grant was anticipated and \$20,000 is included in the current budget. If any adjustments are necessary, they will be addressed in the midyear budget.

**B. Miles of Smiles Thank You Letter**

Departments: Public Health

Thank you letter to UCLA School of Dentistry for the Miles of Smiles dental program.

**Recommended Action:** Approve Chairman's signature on the thank you letter to UCLA School of Dentistry for the Miles of Smiles dental program.

**Fiscal Impact:** No fiscal impact.

**C. At-Will Contract for Paul Roten, Associate Engineer III**

Departments: Public Works; Human Resources

Proposed resolution approving a contract with Paul Roten as Associate Engineer III, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Approve Resolution #R14-\_\_\_, approving a contract with Paul Roten as Associate Engineer III, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The cost of this position for the remainder of FY 13/14 is approximately \$23,031.23 of which \$14,150.00 is salary; \$2,840.32 is the employer portion of PERS, and \$6,040.91 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (14/15) would be \$139,626.51 of which \$84,900.00 is salary; \$18,023.88 is the employer portion of PERS and \$36,702.63 is the cost of benefits.

**D. Dental Insurance Change**

Departments: Finance/HR

Resolution regarding change of employee dental care benefit plan/administrator based on the results of MCPE's review of current and available insurance.

**Recommended Action:** Approve and authorize the Chairman to sign the proposed resolution #R14-\_\_\_\_\_, pertaining to employee dental care benefits.

**Fiscal Impact:** Net zero effect up front with the probability of a 3% or greater future cost reduction to the County.

**8. CORRESPONDENCE RECEIVED (INFORMATIONAL)**

All items listed are located in the Office of the Clerk of the Board, and are available for review.

**A. Tulare County Board of Supervisors Regarding Water Bond**

Letter dated April 7, 2014 from the Tulare County Board of Supervisors requesting our county's participation in signing a legislative letter in support of the development of a balanced 2014 Water Bond.

**B. Conway Ranch HOA**

Correspondence dated April 11, 2014 from the Conway Ranch Homeowner's Association expressing concern about the number of vehicles that enter the housing area to access the Inland Aquaculture Facility. The letter requests signs to be placed at the entrance to the subdivision for safety reasons.

**C. Wildlife Conservation Board Regarding Conservation Easement**

Correspondence dated April 21, 2014 from the Wildlife Conservation Board regarding the Sinnamon Meadows, Conservation Easement, Project ID: 2012149.

**D. High Sierra Tri Club Thank You Letter**

Letter from Alana Levin, Director of the High Sierra Tri Club, thanking the Board of Supervisors for passing the resolution for the road closure in June Lake to provide a safe and organized race.

**E. Correspondence from SCE Regarding Order Issued by the CPUC**

Notice of Order Instituting Rulemaking in R.14-03-016 from Southern California Edison's Attorney Mark A. Rothenberg enclosing a copy of said Order.

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**9. REGULAR AGENDA - MORNING**

**A. California Highway Patrol - Presentation by Lt. Ron Cohan**

Departments: County Administrator's Office

30 minutes (20 minute presentation; 10 minute discussion)

(Lt. Ron Cohan) - Presentation by Lt. Ron Cohan regarding services provided by the California Highway Patrol in Mono County.



**Recommended Action:** Receive presentation by Lt. Cohan on CHP service in Mono County.

**Fiscal Impact:** There is no fiscal impact from this item.

**B. Mammoth Lakes Repertory Theatre Community Grant Report**

Departments: Finance

10 minutes (5 minute presentation; 5 minute discussion)

(Shira Dubrovner) - Shira Debrovner will report on the Theatre for Young Audience Program funded by Mono Community Grant.

**Recommended Action:** Hear report on how Mono County's grant funds were spent on this program.

**Fiscal Impact:** Young Audience Program received a \$3,000 award that is included in the 13/14 budget.

**C. CDBG Program Income Reuse Plan Resolution**

Departments: Finance

15 minutes (5 minute presentation; 10 minute discussion)

(Megan Mahaffey) - CDBG Income Reuse Plan Resolution.

**Recommended Action:** Adopt proposed resolution #R14-\_\_\_\_\_, approving the community development block grant program income reuse plan with jurisdictional certifications. Provide any desired direction to staff.

**Fiscal Impact:** None at this time.

**10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

**11. CLOSED SESSION**

**A. Closed Session--Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**B. Closed Session - Conference with Legal Counsel**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of

litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

**C. Closed Session - Conference with Legal Counsel**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

**D. Closed Session - Conference with Legal Counsel**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Inland Aquaculture Group, LLC v. Mono County et al.

**E. Closed Session - Conference with Legal Counsel**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Luman v. Mono County Personnel Appeals Board et al.

**F. Closed Session - Conference with Legal Counsel**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Mono County Personnel Appeals Board et al.

**G. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Economic Development Director.

**REGULAR AFTERNOON SESSION COMMENCES AT 1:30 P.M.**

**12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

**13. REGULAR AGENDA AFTERNOON- NONE**

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approve Minutes of the Regular Meeting held on April 15, 2014.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[04-15-14 Draft Mins](#)

#### History

Time	Who	Approval
4/21/2014 8:11 AM	County Administrative Office	Yes
4/28/2014 2:11 PM	County Counsel	Yes
4/23/2014 9:44 AM	Finance	Yes



**DRAFT MEETING MINUTES  
BOARD OF SUPERVISORS, COUNTY OF MONO  
STATE OF CALIFORNIA**

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

MEETING LOCATION Mammoth Lakes BOS Meeting Room, 3rd Fl. Sierra Center Mall, Suite 307, 452 Old Mammoth Rd., Mammoth Lakes, CA 93546

**Regular Meeting  
April 15, 2014**

Flash Drive	#1010
Minute Orders	M14-68 to M14-73
Resolutions	R14-24 to R14-26
Ordinance	Ord14-02 NOT USED

9:02 AM Meeting Called to Order by Chairman Johnston.

*Supervisors Present: Alpers, Fesko, Hunt, Johnston and Stump.  
Supervisors Absent: None.*

*Break: 11:02 a.m.  
Reconvene: 11:10 a.m.  
Lunch/Closed Session: 12:10 p.m.  
Reconvene: 2:09 p.m.  
Adjourn: 3:35 p.m.*

Pledge of Allegiance led by Supervisor Alpers.

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

**Carolyn Webb (Virginia Lakes):**

- Asking for news report about Trophy Trout Stocking; wondering when that is going to be available?
- She's been attending the RPAC meetings; she's concerned about the structural integrity of Conway Ranch being jeopardized.
- Discussion about ground water pumping.

**Joe Parrino:**

- Here to discuss law enforcement in Mono County; feels that they are harassing and interrogating, not protecting. He was contacted by D.A. Investigator; he had a minor infraction (expired registration).
- He was not happy with the way he was treated. Andy Lehr of MLPD has been harassing

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

him. He tried filing a restraining order.

- He went to D.A.'s office for help; felt discriminated against.
- He feels that law enforcement is tracking his phone.
- Feels MLPD and Chief of Police have broken some privacy issues.
- Supervisor Stump: the County has no control over MLPD; Town Council does.

**Kelly Carlisle:**

- Works for Congressman Paul Cook; liaison for local issues.
- She is his administrative assistant and wanted to introduce herself.
- In town until tomorrow.

**Hillary Bayliss:**

- Discussion about Miles of Smiles dental program; recently had a very successful educational event.
- Supervisor Stump: should we do a letter of thanks to send to UCLA? Hillary to work on this as agenda item for Board signature.

## 2. APPROVAL OF MINUTES

### A. Board Minutes

Departments: Clerk of the Board

**Action:** Approve Minutes of the Regular Meeting held on April 8, 2014, as amended.

**Hunt moved; Stump seconded**

**Vote: 4 yes; 0 no; 1 abstain: Fesko**

**M14-68**

**Supervisor Johnston :**

- On page 3 of 9, under his Board report, third bullet point: second sentence should read, "Still continues to be a *need* for affordable housing".

## 3. PRESENTATIONS

### A. Presentation of Appreciation in Recognition of Dan Lyster's Retirement

Departments: Economic Development

(Dan Lyster; Jim Leddy) - Proposed Resolution of Appreciation for Dan Lyster's 30 years of service with Mono County as Director of Economic Development and Special Projects.

**Action:** Adopt proposed Resolution.

**Hunt moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**M14-69**

**Supervisor Johnston:**

- Read and presented resolution to Dan Lyster.

## 4. BOARD MEMBER REPORTS

**Supervisor Alpers:**

- Follow up on the constituents that gave website compliment in Chalfant; the fact that we have so much technology available is terrific.
- April 1, 2014 – June Lake CAC meeting (he didn't attend); Garrett did a presentation about Road projects. Thanked Garrett Higerd and Jim Leddy for making copies of plans that were given to June Lake CAC. Meeting tomorrow regarding this.
- Mono Basin RPAC last Wednesday; Carolyn Webb did a good job of reporting on this.

**Note**

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Goal is to have a beautiful, functioning facility out at Conway to execute the purpose of why this land was acquired. Thanked Marshall Rudolph for all his efforts. Supervisor Alpers is trying to lend what expertise he has. Timeline set for July 1<sup>st</sup>. Will keep reporting back to the Board. Supervisor Stump brought up older specific plan that is on a shelf somewhere; discussions occurring now are a shift from that older plan.

**Supervisor Fesko:**

- No report.

**Supervisor Hunt:**

- Attended Yosemite Gateway Partners Spring meeting in the Valley; well attended. Had good tourism presentation by Tracy Lord; Sierra Nevada Geothermal Tourism program update; sat down with Superintendent Don Nubacher – Yosemite Pass opener discussion: he predicts an early opener, maybe by May 2 or May 9. This year reconstruction will begin between Crane Flat and White Wolf, all through the summer.
- Yesterday, received call from Inyo National Forest regarding MLTPA grant and lack of communication.
- YARTS meeting yesterday; review of ridership history; was down last year due to fires, etc. Ridership is generally flat, especially employee ridership. Discussion about expanding ridership in Fresno area. 2014 summer schedule: our side of the sierra has been granted money to improve transportation in our area. Budget hearing: status quo; next meeting to be held in Mono County.

**Supervisor Johnston:**

- Attended ARC meetings.
- Attended IMACA meetings. Taking action to hire new individuals.
- Attended LTC meeting; through MOU Projects, we received money to complete some road projects.

**Supervisor Stump:**

- Last Tuesday, LV RPAC held special meeting to finish off transportation element of general plan.
- Thursday, attended coffee roundtable in South County. Appreciated the frank questions and answers.
- Extended a belated happy birthday to Stacie Klemm in CAO's office.
- Yesterday attended LTC – approved work plan; discussion about road openings; maybe opening 108 by end of the week; highway 120 to begin being plowed today.
- Constituent in Chalfant gave a compliment to Mono County website; thanked all staff that works and has worked on the County website. It's being utilized.

## 5. COUNTY ADMINISTRATIVE OFFICE

### CAO Report regarding Board Assignments

Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

**Jim Leddy:**

- Ron Cohen (CHP) will be visiting board soon with updates.
- South County "coffee with the CAO" occurred last week; well attended. More of an "employee roundtable"; there were new faces.
- Friday – conversation with Chevron, energy solarization discussion regarding Sutter County; ideas for our county.
- Helped airline by flying his Mom in for the weekend.
- Had a meeting with Bob Gardner, a gentleman that works for NASA; he noticed our strategic plan. He's also a councilman for resident city council; will be moving to Mono County full time once he retires.
- Tomorrow from 8-9 at Memorial Hall in Bridgeport, Innovation Group will meet; will occur Thursday in Mammoth.

**Note**

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- Weekly Strategic Update: We're going to have an all employee session on May 1<sup>st</sup> from 8:30 – 5:00. Those who can't attend, there will be other opportunities. Will get the Supervisors involved as appropriate. Supervisor Stump: wanted to make sure the employees understand the Brown Act and why they can't all be at these meetings.
- Discussion about Employee Picnics that are usually done in June and December; people are asking about maybe doing a weekend party so that families can attend. Asked if he can put out a Survey to ask employees. Benny Romero offered his place for something like this.

## 6. DEPARTMENT/COMMISSION REPORTS

### **Leslie Chapman:**

- She handed out the Audited Financial Statements to the Board; a copy of this handout will be posted online under 'additional documents'.
- By the time the Board gets these, it is "old" information but it's required. Did a brief walk through of what is included in the information.
- Supervisor Johnston: where are we health wise on a scale from 1-10? (Leslie: we're ok, probably a 6, but we need to be careful).
- Mentioned that this information is posted to the Finance website for public viewing.
- Supervisor Stump: asked about special districts.

### **Garrett Higerd:**

- Update on Rock Creek Road Project; currently being worked on; Stacie Klemm of CAO's office put out a great informational release. Most of this should occur this summer with carry over into next summer.
- Related project: Convict Lake Road – moving into design phase right now. Will be working with LTC for possible advance request.
- Chalfant Streets Project out to bid.
- June Lake Streets Project off and running as well.
- Received information from FAA about airports going from classified to unclassified; might affect grant monies in a negative way; he'll report back.

### **Tim Kendall (D.A.):**

- In regards to Joe Parrino's public comment: his issue is really about MLPD, not the Sheriff's Department or the D.A.'s office. The D.A. got involved because there was discussion about criminal activity.
- Saturday, April 26<sup>th</sup> is National Prescription Drug Take Back Day – allows public to rid themselves of drugs they have that could be potentially hazardous. Drop off sites will be Mammoth Lakes Fire, Bridgeport Fire and Walker General Store; his staff will hand off collected drugs to DEA. There will be PSA's about this. Encouraged everyone to spread word to the public, friends and neighbors. This is a first step in our own communities to curb prescription use as prescription drug use is rising nationwide.
- Supervisor Hunt: thanked D.A. for his work on this. As a former pharmacist, he recognizes that this is a huge problem.

## 7. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

### A. Mono County Children's Medical Services (CMS) Plan Fiscal Year 2013-2014

Departments: Health Department

The Children's Medical Services Plan for Fiscal Year 2013-2014.

**Action:** That the Board of Supervisors approve and authorize Chairman to sign the Mono County Children's Medical Services (CMS) Plan for Fiscal Year 2013-

#### **Note**

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2014.

**Hunt moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**M14-70**

**Pulled by Supervisor Stump:**

- This packet was 107 pages; acknowledged all the work done by Diann.
- This was a very complex document, incredibly thorough.
- All Supervisors agreed; good work.

## 8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

All items listed are located in the Office of the Clerk of the Board, and are available for review.

## 9. REGULAR AGENDA - MORNING

### A. Local EMS Agency Presentation

Departments: EMS

(Dr. Richard O. Johnson) - Presentation by Dr. Richard Johnson, Health Officer, regarding Local EMS Agencies.

**Action:** None.

**Dr. Rick Johnson:**

Local Emergency Medical Services Agency (LEMSA) Workshop (powerpoint kept in today's folder):

- Purpose.
- Process.
- Mission of an EMS system.
- Responsibility for EMS.
- What is a LEMSA, and what are its roles?
- EMS system in California.
- EMS system in Mono County.
- Other jurisdictions – why these?
- Mono County – local issues.
- Conclusion

Additional Comments:

- Happy to come back and continue discussion.

**Supervisor Fesko:**

- How do you retain volunteers?

**Supervisor Stump:**

- Supports reagendizing this for discussion at a later date.

### B. Temporary Road Closures for, and Assistance with, the 152nd Bridgeport 4th of July Celebration

Departments: Public Works

(Jeff Walters) - The 152nd Annual 4th of July Celebration in Bridgeport takes place this year. In past years Mono County Public Works has offered assistance, after Board authorization, to the Bridgeport Chamber of Commerce.

**Action:** 1. Adopt Resolution No. R14-24, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of County Roads in

#### Note

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Bridgeport and the Temporary Detour of Traffic onto County Roads in Bridgeport from Highway 395 for the 152nd Annual Bridgeport Fourth of July Celebration.”

2. Adopt Resolution No. R14-25, “A Resolution of the Mono County Board of Supervisors Authorizing the Department of Public Works to Assist with Setting Up and Disassembling Facilities Associated with the 152nd Annual Bridgeport Fourth of July Celebration.”

**Fesko moved; Hunt seconded**

**Vote 5 yes; 0 no**

**R14-24**

**Fesko moved; Hunt seconded**

**Vote 5 yes; 0 no**

**R14-25**

**Jeff Walters:**

- Introduced item; bringing early this year due to issues that have transpired in previous years.
- Discussion about signage. A traffic control plan is required by Caltrans, this includes various signs. We will need an additional \$3,500.
- Asking to spend a total of \$20,000, they usually spend \$17,000. Explained what money is and has always been used for.
- Over last couple years, they've actually spent less money.
- The extra money could maybe come from sign budget in Public Works and the Chamber has offered to contribute.
- Signs can be reused for other purposes.
- Last year they made signs; Caltrans doesn't want us to reuse last year's signs.

**Supervisor Stump:**

- Where would the additional \$3,500 come from?
- When we had a request from the Town for something similar last year we ended up giving them *some* money. He believes that there needs to be in kind support for both the Town and Bridgeport.
- Are there additional staff available IF the Town needed bodies?
- Both resolutions are only asking for assistance; nothing monetary. Therefore he's supportive.

**Supervisor Fesko:**

- He sees a major separation between the event in Bridgeport and the event in the Town of Mammoth Lakes.
- Can the signs that are purchased be used for other things?
- What's lead time on signs?

**Supervisor Johnston:**

- Asked about Caltrans requirements.
- Asked if we may be exempt from some of these Caltrans requirements. He understands from ESCOG that this is the case; he feels this needs to be checked out first.
- Would like follow up on this and to have it also on LTC and ESCOG agendas.

**Supervisor Hunt:**

- Agrees with Supervisor Stump with these two resolutions as presented; he can support them.

**Jim Leddy:**

- Read Caltrans letter from last year; offered to follow up on this.
- There's a disconnect on this.

**Garrett Higerd:**

- On the issue of Engineer Traffic Control Plan; while Caltrans does want these to be brought up to a higher standard, he doesn't feel they are being unreasonable. This is more of a process of cleaning up the submittal.

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- They are looking at additional documentation; he feels they are being reasonable.
- These signs can certainly be used for the same event each year; this event is not going away.

**Benny Romero:**

- Thanked Board for support.
- Gave some information on who would be singing the National Anthem on the 4<sup>th</sup> of July.

**C. Request for Snow Removal Assistance - Yosemite National Park**

Departments: Public Works

(Jeff Walters) - Upon its opening each spring State Highway 120 through Yosemite National Park (YNP) provides a significant benefit to businesses and visitation in Mono County. In prior years, The Board of Supervisors has actively supported and assisted the National Park Service and Caltrans with snow removal and opening of Highway 120. The Park Service may request assistance from Mono County again this year. In order to promptly respond, should YNP request assistance, the Board of Supervisors would need to authorize Public Works to provide snow removal assistance.

**Action:** Adopt Resolution No. R14-26, "A Resolution of the Mono County Board of Supervisors Authorizing the Public Works Director to Execute and Administer Cooperative Agreements and to Utilize Department of Public Works Personnel and Equipment to Assist with Snow Removal Activities Associated with the 2013 Opening of Highway 120 Within Yosemite National Park."

**Alpers moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**R14-26**

**Jeff Walters:**

- Last he heard is that they are starting work today or tomorrow with Tioga Pass Snow Removal; this is only a resolution should it be necessary for them to receive help.
- He wants to be prepared, just in case.

**Supervisor Stump:**

- Mentioned that Councilmember Lehman also supports this.

**Supervisor Hunt:**

- Believes the opening will be early.
- Where does the mountain stand on this?

**Supervisor Alpers:**

- This has always been a team effort; looks like we're covered for this year.

**Supervisor Fesko:**

- There isn't much snow up there; it should be an early opener.

**D. 3rd Quarter Budget Review and 2014-15 Budget Preview**

Departments: CAO/Finance

(Jim Leddy, Leslie Chapman) - Review 3rd quarter budget status, and look forward to the 2014-15 Budget outlook and process.

**Action:** 1) Approve changes to 3rd quarter budget update; 2) Approve a hard hiring freeze for the remainder of the 2013-14 fiscal year and consider extending through the 2014-15 fiscal year, pending recommendations at budget time; and 3) Review, adjust and approve the 2014-15 draft budget calendar including community workshops, budget hearings and other important deadlines.

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**Stump moved; Hunt seconded**

**Vote: 5 yes; 0 no**

**M14-71**

**Jim Leddy:**

- Introduced item; this is a third quarter budget check in and also the launch to build the 2014/2015 budget.
- Asking that the board approve a hard hiring freeze and to approve adjusting the 2014/2015 draft budget calendar.
- Hard hiring freeze: asking not only for the rest of this year but 2014/2015 as well. There are currently 15 positions in General Fund unfilled. This is requiring everyone to be very diligent about new hires; each department has to justify their reasoning. It also encourages non general fund hiring, utilizing federal funds.
- Explained the board calendar changes for 2014/2015.

**Leslie Chapman:**

- Handout – Income Statement by Fund (to be posted online), as well as two more reports. New line item called State and Federal Construction under Road Department.
- Explained handout; main concerns for next year are fund balances which Jim Leddy is going to talk about.
- There are three things requiring board approval: \$26,000 budget adjustment (related to Fish Fund) – it inadvertently got left off; \$46,000 software contract in building contract and it should be moved to I.T. There are a lot of licenses not being used. Third change is related to her handout (wasn't ready by the time agenda was printed); moved various line items out of road budget into this budget: need to separate different road projects into different categories. Projects will be much more easily tracked.

**Supervisor Stump:**

- In regards to road projects: explained why Chalfant has been approved but June hasn't yet. Just a matter of timing.
- If it isn't written down, it isn't done. He keeps bumping into these issues in his district.

**Supervisor Alpers:**

- Asked about when CTC meeting is.

**Supervisor Fesko:**

- Asked about hard hiring freeze; in the past it hasn't really been put into practice as the county has continued to hire.
- The hiring freeze shouldn't be just general fund monies.
- Asked about the times listed and asked for consistency.

**Supervisor Johnston:**

- Appreciates the aggressive nature of this administration; in the past we were too delayed.
- It's important to say that hiring freezes, etc. are not the fault of our employees; it's an external issue. We have survived rather well the past six years.
- Asked if there were any board conflicts on suggested dates.

**Supervisor Hunt:**

- He feels that past boards didn't act quickly enough because they always had hope.
- It is now critical and obvious that action has to be taken; have to be realistic.
- He supports the hiring freeze approach; the Board always have the option to change it as they go along.
- Asked about noticing budget meetings, especially in Mammoth as four of the five Supervisors have constituents in Mammoth.
- How is the timing of our budget going to mesh with the state budget?

**Garrett Higerd:**

- Explained June Lake Streets Project and other funding.

**10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

**Benny Romero:**

- Asking for support on the Bodie Road agenda item coming up this afternoon.
- Bridgeport Main Street beautification project; nothing has really been finished. He is suggesting hanging flowers from light poles. Asked Board to get in touch with Cal Edison to help move this along. Funding is there already. A letter or something?
- Invitations to Board to do a private tour in Bodie; invitation to Beef and Wine Tasting at the Barns on August 16, 2014.
- Supervisor Johnston: we should put a support letter for the flowers onto the next agenda. Board consensus.

11. CLOSURE SESSION

*There was nothing to report out of closed session.*

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

C. Closed Session - Claim For Damages

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1. Facts and circumstances: claim for damages number CL14-02 filed by Steven Crist.

D. Closed Session - Conference with Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One.

E. Closed Session - Conference With Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Personnel Appeals Board.

F. Closed Session - Conference With Legal Counsel

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Schat.net Internet LLC.

G. Closed Session - Conference with Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Inland Aquaculture Group LLC v. Mono County et al.

H. Closed Session - Conference with Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: MC Ellis v. Mono County.

I. Closed Session - Conference With Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1. Facts and circumstances: real property lease dispute.

REGULAR AFTERNOON SESSION COMMENCES AT 2:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

**Jeff Walters:**

- Received word that plowing will begin on Tioga tomorrow and the opening will be easily before Memorial Day.

13. REGULAR AGENDA - AFTERNOON

A. Claim For Damages

Departments: Risk Management

(John-Carl Vallejo) - Claim for damages number CL14-02 filed by Steven Crist.

**Action:** Reject claim for damages and direct staff to send out notice of action.

**Hunt moved; Stump seconded**

**Vote: 5 yes; 0 no**

**M14-72**

**Marshall Rudolph:**

- This was discussed in closed session today; recommended action is to reject claim in its entirety and notify claimant of this action.

B. Bodie Road

Departments: Public Works

(Jeff Walters) – The 2.2 mile unpaved section of Bodie Road from highway 270 to the entrance of the State Park is a very rough road. Mono County Public Works has developed a short term maintenance option that would provide some improvement to the condition of the road prior to the busy summer season.

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

**Action:** Approve the short term maintenance option #1 (as detailed in staff report), to provide improvement to the 2.2 mile unpaved section of Bodie Road from highway 270 to the entrance of the State Park. Option #1 includes the following: 1. Work for two weeks 10 a.m. until 4 p.m. Monday through Friday; 2. Utilize county staff for traffic control and equipment operation; 3. State Park could assist with a single operator and equipment; 4. Use a grader along the 2.2 mile section of dirt road to gather as much existing material as possible without working beyond the existing disturbed road width; 5. With a loader and dump truck haul "extra" material to trouble spots; and, 6. Spread, wet and compact the material.

**Hunt moved; Fesko seconded**

**Vote: 5 yes; 0 no**

**M14-73**

**Jeff Walters:**

- Bodie road is paved, all but 2.2 miles into the park.
- The unpaved road has really deteriorated terribly; there's not enough material to fix the road at this point.
- Discussed various options to fix this road short term. Best solution is to utilize county staff and equipment for two weeks, with county provided traffic control, two graders and use materials from the side of the road. Will have to be done between 10:00 a.m. and 4:00 p.m.
- This proposal is truly a band-aid, not a resolution.
- Truthfully, there is not a lot of material there. We'd really be adding a thin veneer.
- We'd use a water truck and then pack it.
- No road closures, just traffic control.
- This road has no loose material on top; no road shoulder on uphill bank. On downhill bank, years of rain and storms have washed away additional materials. There's no simple solution.
- If we don't show any effort, the public will know it. At least if we try to do a band-aid, we're technically doing something.
- The plan here is to focus on the areas that are the worst.
- The Parks still think the road is the County's responsibility.

**Supervisor Stump:**

- Is there enough material to make it worthwhile?
- How would it be done?
- Could a large thunderstorm wash this away?
- Proposal for today is to not haul in new material; use existing staff; deal with the worse spots. This shouldn't be a cost to the budget unless equipment gets broken.

**Supervisor Hunt:**

- Will the road be closed while work is being done?

**Supervisor Johnston:**

- It's been a light winter; hopefully we won't have to help with Tioga Pass. We haven't used a lot of manpower, cinders, etc. this winter so maybe the cost evens out.
- He's willing to try to do something to help this process.

**Supervisor Fesko:**

- Struggling with this; he doesn't like to just throw money away.
- How long is this "fix" going to last? He has heard that it could only last two weeks.
- If it's not on Public Work's schedule, then we won't be maintaining it, will we?

ADJOURN 3:35 p.m.

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

ATTEST:

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LARRY K. JOHNSTON  
CHAIRMAN

---

SHANNON KENDALL  
SR. DEPUTY CLERK OF THE BOARD



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approve Minutes of the Special Meeting held on April 23, 2014.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[04-23-14 Draft](#)

#### History

Time	Who	Approval
4/25/2014 3:11 PM	County Administrative Office	Yes
4/28/2014 2:20 PM	County Counsel	Yes
4/28/2014 3:47 PM	Finance	Yes





**DRAFT MEETING MINUTES**  
BOARD OF SUPERVISORS, COUNTY OF MONO  
STATE OF CALIFORNIA

**Special Meeting**  
**April 23, 2014**

MEETING LOCATION

Mammoth Lakes CAO Conference Room, 3rd Fl. Sierra Center Mall, 452 Old  
Mammoth Rd., Mammoth Lakes, CA 93546

9:30 a.m. Meeting Called to Order by Chairman Johnston.

*Supervisors present: Fesko, Hunt, Johnston and Stump.*  
*Supervisors absent: Alpers.*

Pledge of Allegiance led by Supervisor Hunt.

**OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

*No one spoke.*

**CLOSED SESSION**

- 1a) **Closed Session - Conference with Legal Counsel**  
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.  
Paragraph (1) of subdivision (d) of Government Code section 54956.9.  
Name of case: Inland Aquaculture Group LLC v. Mono County et al.

*There was nothing to report out of closed session.*

ADJOURNMENT: 10:53 a.m.

ATTEST:

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LARRY K. JOHNSTON  
CHAIRMAN

---

SHANNON KENDALL  
SR. DEPUTY CLERK OF THE BOARD

§§§§§

**Note**

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**Departments: Social Services**

**TIME REQUIRED** 15 minutes

**SUBJECT** Proclamation designating the Month  
of May 2014 as Foster Parent  
Appreciation Month

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Marlo Preis, Staff Services Analyst II

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### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

The Department of Social Services requests the Board of Supervisors join the nation in recognizing the importance of foster care by officially proclaiming May as "Foster Parent Appreciation Month" in Mono County, in order to thank existing foster parents, increase public awareness, and promote recruitment of much needed additional foster families. Mono County foster parents will be in attendance to receive in-person the proposed proclamation in honor of Foster Parent Appreciation Month.

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### RECOMMENDED ACTION:

Approve Proclamation and present foster parents of Mono County with copy of the Proclamation.

---

### FISCAL IMPACT:

None.

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**CONTACT NAME:** Marlo Preis or Kathy Peterson, Social Services

**PHONE/EMAIL:** 760-924-1770 / kpeterson@mono.ca.gov

---

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

Kathy Peterson

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

- [Staff Report - Foster Parent Appreciation Month](#)
- [Proclamation Foster Parent Appreciation Month](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/16/2014 5:27 PM	County Administrative Office	Yes
4/28/2014 2:11 PM	County Counsel	Yes
4/8/2014 6:15 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH  
*Director*

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

MAMMOTH LAKES OFFICE  
(760) 924-1770  
FAX (760) 924-5431



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KS*

Date: April 5, 2014

Re: Proclamation designating the Month of May 2014 as Foster Parent Appreciation Month.

**Recommended Action:**

Approve Proclamation recognizing May as Foster Parent Appreciation Month in Mono County. It is also requested that the Board of Supervisors provide the Foster Parents of Mono County with the attached Proclamation in honor of Foster Parent Appreciation Month.

**Fiscal Impact:**

None.

**Discussion:**

May is National Foster Care Month. Foster parents provide an essential service to children in need in Mono County. The Department of Social Services requests the Board of Supervisors join the nation in recognizing the importance of foster care by officially proclaiming May as "Foster Parent Appreciation Month" in Mono County, in order to thank existing foster parents, increase public awareness, and promote recruitment of much needed additional foster families.

Currently, there are two licensed foster family homes in Mono County. The foster parents associated with these homes are Carolyn Balliet, and Jennifer Maas and Seth Miller. These foster parents open their homes and hearts to Mono County children who are in need of safe homes on a temporary or long-term basis.

## Foster Parent Appreciation Month

Ms. Balliet and Ms. Maas will attend the May 6, 2014 Board of Supervisors meeting, accompanied by Social Services staff, to receive in-person the proposed proclamation in honor of Foster Parent Appreciation Month.

The proposed official proclamation designating May 2014 as Foster Parent Appreciation Month is attached as Exhibit A.

Please call me at 760/924-1763 if you have any questions. Thank you.

# Proclamation

## Of the Mono County Board of Supervisors, Declaring May 2014 as Foster Parent Appreciation Month

**WHEREAS**, May is “National Foster Care Month”, and

**WHEREAS**, foster parents give generously of themselves to provide nurturing, safety, guidance, hope and love; and

**WHEREAS**, foster parents meet a very special need in our society by ensuring that children receive attention, respect, love, understanding, compassion, and health and educational services; and

**WHEREAS**, caring adults in Mono County have opened their hearts as well as their homes, to provide a loving and stable environment for children; and

**WHEREAS**, the contributions of Mono County Foster Parents to the welfare of these children are incalculable and irreplaceable; and

**WHEREAS**, Mono County Foster Parents deserve our gratitude and respect for the work they do every day to ensure our children receive the support they need at a traumatic time in their lives;

**NOW, THEREFORE, BE IT PROCLAIMED** that in order to thank our existing foster parents, increase public awareness and promote recruitment of foster families, the Mono County Board of Supervisors proclaims that Mono County will recognize May as “**Foster Parent Appreciation Month.**”

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Larry K. Johnston, Chairman, District 1 Supervisor

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Tim Alpers, District 3 Supervisor

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Timothy Fesko, Vice Chairman, District 4 Supervisor

---

Byng Hunt, District 5 Supervisor

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Fred Stump, Pro Tem, District 2 Supervisor



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**Departments: Public Health**

**TIME REQUIRED**

**SUBJECT** Department of Public Health  
Immunization Contract Fiscal Year  
2013-2017

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract with California Department of Public Health pertaining to immunization services.

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### RECOMMENDED ACTION:

Approve and authorize the Chair to sign the Standard Agreement, Number 13-20334 with the California Department of Public Health (CDPH) for the Immunization Program for FY 2013-2017. PLEASE NOTE: This item had previously been to the Board of Supervisors and approved on November 5, 2013. The California Department of Public Health has returned the contracts for amendment for a verbiage change. The title "Immunization Coordinator" has been requested and therefore changed to "Health Program Manager." No other changes have been made.

---

### FISCAL IMPACT:

\$100,000 to provide immunization services in FY 2013-2017. This grant was anticipated and \$20,000 is included in the current budget. If any adjustments are necessary, they will be addressed in the midyear budget.

---

**CONTACT NAME:** Hillary Bayliss, PHN, Health Program Manager

**PHONE/EMAIL:** 760-924-1835 / hbayliss@mono.ca.gov

---

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

Hillary Bayliss, PHN, Health Program Manager: requesting 2  
copies of the Board Motion/Resolution.

---

### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[Immunization Contract Fiscal Year 2013-2017 Staff Report](#)

 [Immunization Contract Fiscal Year 2013-2014 Signature Page](#)

 [Immunization Contract Fiscal Year 2013-2017](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/21/2014 8:12 AM	County Administrative Office	Yes
4/28/2014 2:09 PM	County Counsel	Yes
4/23/2014 9:22 AM	Finance	Yes



April 1, 2014

**To:** Honorable Board of Supervisors  
**From:** Lynda Salcido, Public Health Director  
**Subject:** Department of Public Health Immunization Contract FY 2013-2017  
Standard Agreement

**Recommended Action:** Approve and authorize the Chair to sign the Standard Agreement, Number 13-20334 with the California Department of Public Health (CDPH) for the Immunization Program for FY 2013-2017. **PLEASE NOTE: This item had previously been to the Board of Supervisors and approved on November 5, 2013. The California Department of Public Health has returned the contracts for amendment for a verbiage change. The title “Immunization Coordinator” has been requested and therefore changed to “Health Program Manager.” No other changes have been made.**

**Discussion:** The Public Health Department of Mono County has received a direct funding grant from the immunization branch of the CDPH. Mono County has been awarded \$100,000 which is base level funding with FY 2013/2014 through FY 2016/2017. This grant augments the cost of the immunization program provided by the Mono County Health Department, which assists the county in complying with the requirements of the Health and Safety Code and joining the State in its objective to control vaccine preventable disease.

The objective to control vaccine preventable disease has been a main focus of our activity in the past few years as we have responded to several different outbreaks, including but not limited to: pertussis (whooping cough), varicella (chickenpox), and norovirus. As a result of the pertussis outbreak in 2009, recommendations regarding the pertussis containing vaccine continue to evolve and therefore much time and effort has been with educating medical providers, school personnel, and families within Mono County to ensure maximum protection against this deadly disease.

The immunization program involves providing federally supplied vaccine at a cost of just \$2.00 per vaccine or \$5.00 per visit to qualified families with children under 19. In addition to weekly clinics in Mammoth, clinics are conducted monthly in Bridgeport, Coleville/Walker, and Benton. Outreach clinics have also been conducted at community events and childcare centers throughout the county to provide recommended vaccines to the school-aged population. The immunization program has developed an adult and travel medicine clinic, as well, which provides the only full service travel vaccine clinic in the Eastern Sierra.

**Fiscal Impact:** Mono County will receive \$100,000 to provide immunization services in FY 2013/2014 through FY 2016/2017.

For questions regarding this item, please call Lynda Salcido at 760.924.1842.

Submitted by: \_\_\_\_\_  
Lynda Salcido, Public Health Director Date

REGISTRATION NUMBER	AGREEMENT NUMBER <b>13-20334</b>
---------------------	-------------------------------------

1. This Agreement is entered into between the State Agency and the Contractor named below:  
STATE AGENCY'S NAME (Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)  
 County of Mono

2. The term of this Agreement is: July 1, 2013 through June 30, 2017


3. The maximum amount of this Agreement is: \$ 100,000  
 One Hundred Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	12 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit B, Attachment III – Budget (Year 3)	1 page
Exhibit B, Attachment IV – Budget (Year 4)	1 page
Exhibit C * – General Terms and Conditions	<u>GTC 610</u>
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	23 pages
Exhibit E – Additional Provisions	3 pages
Exhibit F – Contractor's Release	1 page

Items shown above with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Mono		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS Post Office Box 3329, Mammoth Lakes, CA 93546		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Public Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Elizabeth Stone, Chief, Contracts Management Unit		
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exempt per:

**EXHIBIT A**  
Scope of Work

**1. Service Overview**

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein:

Sections 120325-120380 of the Health & Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. Local Health Department Health Officers are required to organize and maintain a program to make the required immunizations available. This contract assists the Contractor in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California Department of Public Health's (CDPH) responsibility to provide this assistance to local health jurisdictions. The Contractor is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Contractor identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

**2 Project Representatives**

A. The project representatives during the term of this agreement will be:

**California Department of Public Health**

Rossana B. Anglo-Ordonez  
Telephone: (510) 620-3768  
Fax: (510) 620-3774  
Email: [rossana.ordonez@cdph.ca.gov](mailto:rossana.ordonez@cdph.ca.gov)

**County of Mono**

Contact: Hillary Bayliss  
Telephone: 760/924-1835  
Fax: 760/924-1831  
Email: [hbayliss@mono.ca.gov](mailto:hbayliss@mono.ca.gov)

B. Direct all inquiries to:

**California Department of Public Health**

Immunization Branch  
Attention: Souk Mouanoutoua  
Field Representative  
3374 E. Shields Avenue #C20  
Fresno, CA 93726

Telephone: 559/228-5855  
Fax: 559/228-5862  
Email: [Souk.Mouanoutoua@cdph.ca.gov](mailto:Souk.Mouanoutoua@cdph.ca.gov)

**County of Mono**

County of Mono  
Attention: Hilary Bayliss  
Post Office Box 3329  
Mammoth Lakes, CA 93546

Telephone: 760/924-1835  
Fax: 760/924-1831  
Email: [hbayliss@mono.ca.gov](mailto:hbayliss@mono.ca.gov)

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**EXHIBIT A**  
Scope of Work

3.

**Glossary of Acronyms**

<b>Abbreviation</b>	<b>Definition</b>
ACIP	Advisory Committee on Immunization Practices
CAIR	California Immunization Registry
CDPH	California Department of Public Health
CoCASA	Clinic Assessment Software Application
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
QAR	Quality Assurance Reviews
VFC	Vaccines for Children Program
VPDs	Vaccine Preventable Disease(s)

**4. Services to be Performed – Pediatric-IAP**

The County of Mono must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and local health departments. The level of subvention contract funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention contract funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities.

**A. Objectives:**

**1) Program Management**

**Objective 1:** To improve accountability, maximize efficiency and increase productivity under this contract.

**EXHIBIT A**  
Scope of Work

**a. Required Activities:**

- i. Contractor agrees to assign the responsibility of monitoring each program activity: 1) Program Management; 2) Vaccine Accountability and Management; 3) Vaccine Availability; 4) Immunization Information Systems; 5) Provider Quality Assurance and Improvement; 6) Perinatal Hepatitis B Prevention; 7) Education, Information, Training, and Partnerships; 8) Prevention, Surveillance and Control of Vaccine Preventable Disease; and 9) Assessment of Compliance with Childcare and School Immunization Entry Requirements.
- ii. Monitor contract fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Contract invoices shall be reviewed and submitted to the CDPH Immunization Branch in a timely manner.
- iii. Facilitate and promote continuity of care through the utilization of a medical home among medically underserved children, adolescents and adults for all services including immunizations.
- iv. The Immunization Coordinator is required to participate in meetings, webinars and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Annual Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), and conference calls related to influenza, outbreak control, changes in policies and procedures, and other important issues. It is recommended that at least one staff member from the jurisdiction attend the annual Regional Coordinators' meeting.
- v. Provide desk space and basic support for CDPH Immunization Field staff if available and as requested by CDPH.
- vi. Submit quarterly Immunization Action Plan (IAP) contract reports by the 15<sup>th</sup> of the month following the end of the quarter.

**b. Performance Measures:**

- i. Thoroughness and timeliness of Quarterly Progress Reports submitted
- ii. Percentage of immunization funds expended

**c. Reporting Requirements:**

- i. IAP contract reports.

**2) Vaccine Accountability and Management**

**Objective 1:** With the assistance of the CDPH Immunization Branch, the contractor is to provide guidance to Local Health Department (LHD) facilities and Health Department Authorized Sites (HDAS) that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine storage and handling in accordance with manufacturers' specifications and as stated in the document: *VFC Participation Agreement and Certification of Capacity to Store Vaccines*.

**a. Required Activities:**

- i. Provide education and guidance to LHD facility and HDAS staff regarding the requirements stated in the above document as needed.

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Scope of Work

**b. Suggested Activities:**

- i. Promote best practices for the storage and handling of vaccines.

**c. Performance Measures:**

- i. Percentage of VFC Requirements being met, as measured by the Quality Assurance Visits conducted by CDPH Immunization Branch Representatives.

**d. Reporting Requirements:**

- i. Education activities developed and offered to LHD and HDAS.

**Objective 2:** The contractor will provide guidance to LHD facilities and HDAS that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering; patient eligibility screening; administration; waste minimization; dose accountability and reporting; and annual recertification requirements, as stated in the following documents:

- Policy for Provision of State-funded Vaccines to Privately Insured Patients by Local Health Department Jurisdictions.
- Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Authorized Sites (HDAS)

**a. Required Activities:**

- i. Provide education and guidance to LHD and HDAS facility staff regarding the requirements stated in the above documents as needed.
- ii. Facilitate the development and implementation of Corrective Action Plans for vaccine loss/waste incidents due to negligence in LHD facilities and HDAS as requested by the CDPH Immunization Branch.
- iii. Notify the CDPH Immunization Branch of suspected acts of fraud and/or abuse of State-supplied vaccine within the jurisdiction.
- iv. Provide guidance to LHD and HDAS staff regarding requirements and processes for dose-level tracking/accountability and reporting of State-supplied vaccine.

**b. Suggested Activities:**

- i. Assist in the management of State-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

**c. Performance Measures:**

- i. Percentage of doses ordered by vaccine type that were deemed non-viable due to expiration and/or improper storage and handling.
- ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

**d. Reporting Requirements:**

- i. Corrective action plans and implemented progress reports

**EXHIBIT A**  
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**3) Vaccine Availability**

**Objective:** The contractor will promote access to ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction in LHD facilities and HDAS.

**a. Required Activities:**

- i. Ensure that immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the *Clinic Services Document*.
- ii. Assist LHD facilities and HDAS receiving State-supplied vaccine in developing and implementing policies that specify that no charge may be made to the patient, parent, guardian or third party payer for the cost of the State-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by policy and a sliding scale/fee waiver process must be in place. Signage stating that those persons eligible to receive State-supplied vaccine may not be denied vaccine for failure to pay the administration fee or make a donation to the provider must be posted in a prominent location.
- iii. In collaboration with LHD facilities and HDAS, monitor and facilitate compliance with requirements for the use of State-supplied vaccine.
- iv. Develop and implement an annual influenza vaccination strategy for utilization of State-supplied Influenza vaccine in accordance with State Influenza eligibility guidelines to promote the distribution of vaccine throughout the jurisdiction utilizing LHD facilities, HDAS and mass vaccination clinics.
- v. Operate or support mass influenza clinics that include immunization of school-aged children.

<u>Total population of jurisdiction</u>	<u>Minimum number of children to be immunized</u>
<10,000	50
10,000-50,000	200
100,000-500,000	500
>500,000-3.5 million	1,000
>3.5 million	2,500

- vi. Participate in CDPH Immunization Branch statewide Flu and Immunization Update calls.
- vii. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination/outbreak control activities.
- viii. Develop and make available to the public a resource list of providers within the jurisdiction that provide low/no cost immunizations for children and adults.

**b. Suggested Activities:**

- i. Utilize existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities.

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- ii. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (.e.g., primary care, juvenile halls, community and school-based clinics and private providers).

**c. Performance Measures:**

- i. Number of operating LHD facilities and HDAS, along with immunizations at each location.
- ii. Mass vaccination clinic outcomes.

**d. Reporting Requirements:**

- i. Number and hours of operating sites.
- ii. Number of immunizations provided with state-funded vaccines and costs to patient.
- iii. Doses of influenza administered, age groups of recipients, and clinic settings for mass influenza clinics.

**4) Immunization Information Systems**

**Objective:** The contractor is to assist in the promotion and implementation of the California Immunization Registry (CAIR).

**a. Required Activities:**

- i. Require LHD Immunization Clinics to enter all patients into CAIR either through weekly direct entry or bi-weekly electronic data upload (with the exception of outreach-based Flu vaccinations, which should be entered into CAIR as soon as possible and at least within a month of vaccination).
- ii. Assist the CDPH Immunization Branch with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- iii. Promote CAIR to pediatric VFC and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.
- iv. Refer participating CAIR providers needing assistance to the CAIR Help Desk for support.
- v. Participate in CAIR Trainings and/or CAIR Update meetings.

**b. Suggested Activities:**

- i. Assist in recruiting other LHD-based facilities that give immunizations to use CAIR including child cares, sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc. and assist CDPH Immunization Branch address implementation issues within these settings.
- ii. Promote CAIR to adolescent and adult medical providers as well as non-medical sites such as WIC agencies and schools within the jurisdiction.
- iii. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
- iv. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).



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**c. Performance Measures:**

- i. Percentage of LHD Immunization Clinics entering all patients into CAIR according to established timeframes.
- ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

**d. Reporting Requirements:**

- i. Percentage of LHD clinics entering records into CAIR, along with timeframes of entry is completed.

**5) Provider Quality Assurance and Improvement**

**Objective:** To improve the quality and efficiency of immunization services, participate in Quality Assurance Review (QAR) visits to assess adherence to the Standards for Child and Adolescent Immunization Practices.

**a. Required Activities:**

- i. In conjunction with the CDPH Immunization Branch, participate in and support the QAR process for all LHD facilities and HDAS within the jurisdiction and assist with the development of the QAR report, implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
- ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD facilities and HDAS to provide assistance with implementation of mandatory corrective action plans.

**b. Suggested Activities:**

- i. Conduct QAR and educational visits at public and private VFC sites to improve the delivery and quality of immunization services within the jurisdiction.
- ii. Maintain a database to monitor changes in immunization coverage and missed opportunities for providers that participate in the assessment.
- iii. Provide instructions and/or referral to the CAIR website to providers requesting guidance on using Clinic Assessment Software Application (CoCASA) for determining immunization coverage and missed opportunity rates.
- iv. Assist and support the VFC Program with conducting QAR visits and follow-up activities as requested.

**c. Performance Measures:**

- i. Percentage of immunization rate assessments completed for those facilities designated for assessment.
- ii. Feedback sessions conducted with sites needing additional support

**d. Reporting Requirements:**

- i. QAR and CoCASA Reports submitted to the CDPH Immunization Branch Senior Field Representative.

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**6) Education, Information, Training, and Partnerships**

**Objective 1:** Expand immunization services, promote best practices and improve coverage rates among children, adolescents and adults within the jurisdiction through the development of partnerships and collaborative activities.

**a. Required Activities:**

- i. Develop and maintain partnerships and conduct collaborative activities with organizations and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, child care providers, schools, juvenile/adult correction facilities, WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

**b. Suggested Activities:**

- i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

**c. Performance Measures:**

- i. Number of new partnerships developed.
- ii. Number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

**d. Reporting Requirements:**

- i. Report the number of new partnerships developed.
- ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

**Objective 2:** Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

**a. Required Activities:**

- i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
- ii. Provide information on available education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ modules and the Epidemiology and Prevention of Vaccine Preventable Diseases (Epi-Vac) course to facilitate the orientation and training of new LHD Immunization Program staff.
- iii. Promote and encourage providers/organizations to sign up for EZIZ list-serve to receive information on upcoming educational/training opportunities and immunization-related news.
- iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.

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- v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers, schools and other immunization stakeholders within the jurisdiction.
- vi. Conduct at least one annual community-wide educational campaign on immunization issues related to pediatric, adolescent, adults and/or seasonal influenza.

NOTE: A *campaign* is an organized effort through various communications activities to inform your designated audience (i.e. pregnant women, parents of preteens, providers, etc.) of a given issue (e.g. influenza vaccine promotion, encourage Tdap vaccination among pregnant women, etc.).

A campaign is considered completed by conducting at least two of the following communication activities:

- Send educational email(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start, etc.
- Contribute an article to newsletters/bulletins
- Distribute materials to stakeholders, such as schools, youth programs, providers, WIC, MCAH, etc.
- Distribute materials for use at community health fairs/events
- Post message(s) on Facebook, Twitter
- Post a web banner on your website and/or signature line
- Advertise your message (outdoor advertising, print, radio, TV, Online)
- Conduct a health fair or other community event
- Conduct a presentation for grand round/In-service for providers
- Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- Conduct a presentation for a community group (e.g. prenatal class)
- Conduct a press event
- Issue a press release
- Issue a proclamation
- Participate in a media interview

NOTE: If you would like assistance or need ideas on other activities that will qualify for a campaign, please contact the Information & Education Section of the CDPH Immunization Branch.

**b. Suggested Activities:**

- i. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, vaccination documentation requirements.
- ii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM),

**EXHIBIT A**  
Scope of Work

- National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).
- iii. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.
  - iv. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

**c. Performance Measures:**

- i. Number of new immunization program staff completing training, and types of training completed
- ii. Number of LHD immunization clinic staff completing training, and types of training completed
- iii. Number and type of notifications sent to health care providers and other organizations.
- iv. Number and type of presentations/workshops/trainings provided
- v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted.

**d. Reporting Requirements:**

- i. Report the number of new immunization program staff completing training, and types of training completed
- ii. Report the number of LHD immunization clinic staff completing training, and types of training completed
- iii. Report the number and type of notifications sent to health care providers and other organizations.
- iv. Report the number and type of presentations/workshops/trainings provided
- v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

**7) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)**

**Objective:** Assist with the prevention, surveillance and control of vaccine preventable disease (VPD) within the jurisdiction.

**a. Required Activities:**

- i. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including; securing vaccine to immunize at risk patients; assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.

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- ii. Ensure that LHD Immunization Clinics are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS) for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.

**b. Suggested Activities:**

- i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
- ii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by the CDC and CDPH Immunization Branch.

**c. Performance Measures:**

- i. Percentage of cases reported and followed up according to established timelines.

**d. Reporting Requirements:**

- i. Report on activities done with communicable disease staff on outbreaks.

**8) Assessment of Compliance with Childcare and School Immunization Entry Requirements**

**Objective:** Assist the CDPH Immunization Branch with assessing compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

**a. Required Activities:**

- i. Based on information available, review and update childcare and school contact lists sent by the CDPH Immunization Branch.
- ii. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
- iii. As requested, conduct selective review site visits to a random sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.
- iv. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. *The Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities.

**b. Suggested Activities:**

- i. Conduct presentations, workshops and trainings on school and child care law immunization requirements.
- ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12<sup>th</sup>.

**EXHIBIT A**  
Scope of Work

**c. Performance Measures:**

- i. Accuracy of updated contact lists submitted to the CDPH Immunization Branch.
- ii. Percentage of jurisdictional sites which have completed the annual immunization assessment.

**d. Reporting Requirements:**

- i. Numbers of schools followed-up with.
- ii. Percentage of late responders that submitted paperwork.

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

California Department of Public Health  
Immunization Branch  
Attn: Rossana Anglo-Ordonez  
850 Marina Bay Pkwy., Bldg. P, 2<sup>nd</sup> Floor  
Richmond, CA 94804

- C. Invoices shall:
  - 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
  - 2) Bear the Contractor's name as shown on the agreement.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this agreement and Contractor shall not be obligated to perform any provisions of this agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**Exhibit B**  
Budget Detail and Payment Provisions

**4. Amounts Payable**

- A. The amounts payable under this agreement shall not exceed:
  - 1) \$25,000 for the budget period of 07/01/13 through 06/30/14.
  - 2) \$25,000 for the budget period of 07/01/14 through 06/30/15.
  - 3) \$25,000 for the budget period of 07/01/15 through 06/30/16.
  - 4) \$25,000 for the budget period of 07/01/16 through 06/30/17.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this agreement.

**5. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this contract have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**".

**6. Expense Allowability / Fiscal Documentation**

- A. Invoices, received from a Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.



**Exhibit B, Attachment I**  
Budget (Year 1)  
(07/01/13 through 06/30/14)

<b>I. Personnel</b>	<b>% of time or hours on project</b>	<b>Monthly salary range or hourly rate</b>	<b>Total</b>
1 - Health Program Manager	20.565%	\$7,236	\$17,857.00
<b>Total Personnel</b>			\$17,857.00
<b>II. Fringe Benefits (40% of Personnel)</b>			\$7,143.00
<b>Total Budget</b>			<b>\$25,000.00</b>

**Exhibit B, Attachment II**  
Budget (Year 2)  
(07/01/14 through 06/30/15)

<b>I. Personnel</b>	<b>% of time or hours on project</b>	<b>Monthly salary range or hourly rate</b>	<b>Total</b>
1 - Health Program Manager	20.565%	\$7,236	\$17,857.00
<b>Total Personnel</b>			\$17,857.00
<b>II. Fringe Benefits (40% of Personnel)</b>			\$7,143.00
<b>Total Budget</b>			<b>\$25,000.00</b>

**Exhibit B, Attachment III**  
Budget (Year 3)  
(07/01/15 through 06/30/16)

<b>I. Personnel</b>	<b>% of time or hours on project</b>	<b>Monthly salary range or hourly rate</b>	<b>Total</b>
1 - Health Program Manager	20.565%	\$7,236	\$17,857.00
<b>Total Personnel</b>			\$17,857.00
<b>II. Fringe Benefits (40% of Personnel)</b>			\$7,143.00
<b>Total Budget</b>			\$25,000.00

**Exhibit B, Attachment IV**  
Budget (Year 4)  
(07/01/16 through 06/30/17)

<b>I. Personnel</b>	<b>% of time or hours on project</b>	<b>Monthly salary range or hourly rate</b>	<b>Total</b>
1 - Health Program Manager	20.565%	\$7,236	\$17,857.00
<b>Total Personnel</b>			\$17,857.00
<b>II. Fringe Benefits (40% of Personnel)</b>			\$7,143.00
<b>Total Budget</b>			<b>\$25,000.00</b>

**Exhibit D(F)**  
**Special Terms and Conditions**

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

**Index of Special Terms and Conditions**

1. Federal Equal Employment Opportunity Requirements	16. Human Subjects Use Requirements
2. Procurement Rules	17. Novation Requirements
3. Equipment Ownership / Inventory / Disposition	18. Debarment and Suspension Certification
4. Subcontract Requirements	19. Smoke-Free Workplace Certification
5. Income Restrictions	20. Covenant Against Contingent Fees
6. Audit and Record Retention	21. Payment Withholds
7. Site Inspection	22. Performance Evaluation
8. Federal Contract Funds	23. Officials Not to Benefit
9. Intellectual Property Rights	24. Four-Digit Date Compliance
10. Air or Water Pollution Requirements	25. Prohibited Use of State Funds for Software
11. Prior Approval of Training Seminars, Workshops or Conferences	26. Use of Small, Minority Owned and Women's Businesses
12. Confidentiality of Information	27. Alien Ineligibility Certification
13. Documents, Publications, and Written Reports	28. Union Organizing
14. Dispute Resolution Process	29. Contract Uniformity (Fringe Benefit Allowability)
15. Financial and Compliance Audit Requirements	30. Lobbying Restrictions and Disclosure Certification
	31. Additional Restrictions

Exhibit D(F)

**1. Federal Equal Opportunity Requirements**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- B. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Exhibit D(F)

- G. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. Procurement Rules

### A. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
  - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.
- B. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- C. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

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- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
  - [1] Avoid purchasing unnecessary or duplicate items.
  - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
  - [3] Take positive steps to utilize small and veteran owned businesses.
- D. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- E. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- F. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- G. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- H. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

**3. Equipment Ownership / Inventory / Disposition**

- A. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.



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Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:
  - (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
  - (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- B. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- C. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- D. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
  - (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- E. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- F. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

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**4. Subcontract Requirements**

No subcontractors are identified as part of this agreement.

**5. Income Restrictions**

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

**6. Audit and Record Retention**

- A. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- B. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- C. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- D. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- E. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- F. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- G. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

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**7. Site Inspection**

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**8. Federal Contract Funds**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

**9. Intellectual Property Rights**

**A. Ownership**

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials

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and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

**B. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**C. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be

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deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**D. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

**E. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

**F. Warranties**

- (1) Contractor represents and warrants that:
  - (a) It is free to enter into and fully perform this Agreement.
  - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
  - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
  - (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

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- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
  - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
  - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**G. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

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**H. Federal Funding**

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

**I. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

**10. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- A. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- B. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

**11. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

**12. Confidentiality of Information**

- A. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- B. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- C. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

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- E. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- F. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

**13. Documents, Publications and Written Reports**

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

**14. Dispute Resolution Process**

- A. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- B. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.



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- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**15. Financial and Compliance Audit Requirements**

- A. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- B. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- C. The Contractor, as indicated below, agrees to obtain one of the following audits:
- (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
  - (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- D. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit

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report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

- E. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- F. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- G. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- H. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- I. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- J. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- K. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

## 16. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

## 17. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement

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to formally implement the approved proposal.

**18. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

- A. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- B. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- C. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
- D. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- E. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

**19. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services,

Exhibit D(F)

education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- B. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- C. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- D. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**20. Covenant Against Contingent Fees**

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

**21. Payment Withholds**

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

**22. Performance Evaluation**

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

**23. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**24. Four-Digit Date Compliance**

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

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**25. Prohibited Use of State Funds for Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**26. Use of Small, Minority Owned and Women's Businesses**

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**27. Alien Ineligibility Certification**

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**28. Union Organizing**

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- A. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- B. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- C. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- D. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

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**29. Contract Uniformity (Fringe Benefit Allowability)**

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

A. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

B. As used herein, fringe benefits do not include:

- (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
- (2) Director's and executive committee member's fees.
- (3) Incentive awards and/or bonus incentive pay.
- (4) Allowances for off-site pay.
- (5) Location allowances.
- (6) Hardship pay.
- (7) Cost-of-living differentials

C. Specific allowable fringe benefits include:

- (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

D. To be an allowable fringe benefit, the cost must meet the following criteria:

- (1) Be necessary and reasonable for the performance of the Agreement.
- (2) Be determined in accordance with generally accepted accounting principles.
- (3) Be consistent with policies that apply uniformly to all activities of the Contractor.

E. Contractor agrees that all fringe benefits shall be at actual cost.

F. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the

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beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

### 30. Lobbying Restrictions and Disclosure Certification

#### A. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form- LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

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B. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**31. Additional Restrictions**

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed

to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."



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Attachment 1

**STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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<hr/>	<hr/>
Name of Contractor	Printed Name of Person Signing for Contractor
<hr/>	<hr/>
Contract / Grant Number	Signature of Person Signing for Contractor
<hr/>	<hr/>
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the contractor in writing of an alternate submission address.

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Attachment 2

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure)

Approved by OMB  
 0348-0046

<p>1. Type of Federal Action:  <input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee <input type="checkbox"/>  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:  <input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:  <input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change                  For Material Change Only:                  Year _____ quarter _____                  date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:                   Prime                                  Subawardee                     Tier _____, if known:                   Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:                    Congressional District, if known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:                   CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:                   \$</p>	
<p>10.a. Name and Address of Lobbying Registrant                  (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a.                  (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____                  Print Name: _____                  Title: _____                  Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction                  Standard Form-LLL (Rev. 7-97)</p>

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**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Exhibit E**  
Additional Provisions

**1. Additional Incorporated Exhibits**

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
- 1) Immunization Assessment of Child Care and Kindergarten Enrollees and Review of Child Care Centers and Kindergarten Schools, developed by CDPH Immunization Branch, 2004.
  - 2) Vaccine Adverse Events Reporting System, developed by the Centers for Disease Control and Prevention.
  - 3) VFC Participation Agreement and Certification of Capacity to Store Vaccines.
  - 4) Policy for Provision of State-funded Vaccines to Privately Insured Patients by Local Health Department Jurisdictions.
  - 5) Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Authorized Sites (HDAS).
  - 6) Clinic Services Document.

**2. Cancellation / Termination**

- A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

**Exhibit E**  
Additional Provisions

**3. Avoidance of Conflicts of Interest by Contractor**

- A. The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.
- B. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business or other ties.
- C. In the event that CDPH determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this agreement. This provision shall not be construed to prohibit the employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.

**4. Recovery Payment**

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by CDPH by one of the following options:
  - 1) Contractor's remittance to CDPH of the full amount of the audit exception within 30 days following CDPH'S request for repayment;
  - 2) A repayment schedule which is agreeable to the both CDPH and the Contractor.
- B. CDPH reserves the right to select which option will be employed and the Contractor will be notified by CDPH in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of CDPH's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to CDPH, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of CDPH's notice requesting reimbursement of questioned audit costs or disallowed expenses.

**Exhibit E**  
Additional Provisions

**5. Required Reports**

- A. The state reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Contract and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records are protected pursuant to California State laws and regulations.
  
- B. It is agreed by the Contractor that in the event that a significant portion of the Contract objectives for the initial 4 months of the Contract are not met by that time; and in the event that the State determines from quarterly invoices, performance reports, and other sources of information that the Contractor will not perform the total quantity of services contracted for; and that therefore, the total budget allocation will not be depleted; the State and/or Contractor may make an equitable adjustment in the original Contract budget and Contract objectives in order to decrease the total quantity of services and commensurate Contract amount. Any adjustment shall be by amendment only and duly executed by both parties and approved by the Department of General Services (if applicable).

## Contractor's Release

### Instructions to Contractor:

**With final invoice(s) submit one (1) original and one (1) copy.** The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

### Submission of Final Invoice

Pursuant to **contract number** 13-20334 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** \_\_\_\_\_, in the **amount(s) of \$** \_\_\_\_\_ and **dated** \_\_\_\_\_. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

### Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

### Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

### Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

### Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

**ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE**

Contractor's Legal Name (as on contract): County of Mono

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

CDPH Distribution: Accounting (Original) Program



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**      May 6, 2014

**Departments: Public Health**

**TIME REQUIRED**

**SUBJECT**              Miles of Smiles Thank You Letter

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Thank you letter to UCLA School of Dentistry for the Miles of Smiles dental program.

**RECOMMENDED ACTION:**

Approve Chairman's signature on the thank you letter to UCLA School of Dentistry for the Miles of Smiles dental program.

**FISCAL IMPACT:**

No fiscal impact.

**CONTACT NAME:** Hillary Bayliss, PHN

**PHONE/EMAIL:** 760-924-1835 / hbayliss@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**  
Hillary Bayliss, PHN

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[Miles of Smiles Thank you Letter](#)

**History**

Time	Who	Approval
4/24/2014 11:01 AM	County Administrative Office	Yes
4/28/2014 2:12 PM	County Counsel	Yes
4/23/2014 9:23 AM	Finance	Yes





Larry Johnston □ District One   Fred Stump □ District Two   Tim Alpers □ District Three  
Tim Fesko □ District Four   Byng Hunt □ District Five

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

*Lynda Roberts, Clerk of the Board*

May 6, 2014

Dr. Nancy Reifel  
University of California at Los Angeles  
714 Tiverton Ave, Los Angeles, CA 90095

Dear Dr. Nancy Reifel:

On behalf of the Mono County Board of Supervisors, we would like to extend our heartfelt gratitude to you and the UCLA dental students for donating your time and supplies to make Miles of Smiles such a success! We really appreciate your continued commitment to the health of our children in Mono County.

Thanks to your efforts, we were able to serve 238 children across the community, with a combination of oral health assessments, topical fluoride varnish, and dental sealants (over 800 sealants were placed). Through this program, not only are we able to prevent dental disease, we are able to connect with families with severe disease and provide resources for follow up. We are also able to assist families in finding a dental home per their request. Therefore, we are so appreciative of your program for the week you spent here, but also for the long term benefits and awareness to oral health.

We look forward to hearing of continued successes in the years to come.

Once again, thank you.

Sincerely,

LARRY K. JOHNSTON, Chairman  
Mono County Board of Supervisors



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**Departments: Public Works; Human Resources**

**TIME REQUIRED**

**SUBJECT** At-Will Contract for Paul Roten,  
Associate Engineer III

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution approving a contract with Paul Roten as Associate Engineer III, and prescribing the compensation, appointment and conditions of said employment.

---

### RECOMMENDED ACTION:

Approve Resolution #R14-\_\_\_, approving a contract with Paul Roten as Associate Engineer III, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

---

### FISCAL IMPACT:

The cost of this position for the remainder of FY 13/14 is approximately \$23,031.23 of which \$14,150.00 is salary; \$2,840.32 is the employer portion of PERS, and \$6,040.91 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (14/15) would be \$139,626.51 of which \$84,900.00 is salary; \$18,023.88 is the employer portion of PERS and \$36,702.63 is the cost of benefits.

---

**CONTACT NAME:** Bill Van Lente

**PHONE/EMAIL:** (760) 932-5413 / bvanlente@mono.ca.gov

---

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

[Staff Report - Paul Roten](#)

[Resolution - Paul Roten](#)

[At Will Contract Roten](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/24/2014 11:00 AM	County Administrative Office	Yes
4/28/2014 2:18 PM	County Counsel	Yes
4/28/2014 3:46 PM	Finance	Yes



## **COUNTY OF MONO – County Administrative Office**

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5412 ☐ FAX (760) 932-5411**

**Jim Leddy**

*County Administrative Officer*  
760.932.5414 / 760.924.1703

**Bill Van Lente**

*Director of Human Resources/Risk Management*  
760.932.5413

To: Honorable Board of Supervisors  
From: Bill Van Lente, Director of Human Resources/Risk Management  
Date: April 24, 2014

Subject: At-Will Employment Agreement of Paul Roten

Recommendation:

Approve the At-Will Employment Agreement of Paul Roten in the position of Associate Engineer III, at a salary of \$7,000 per month.

Background:

The Public Works Department recruited for the vacancy of Associate Engineer I, II, III, and had eight applicants of which six were granted interviews. Paul Roten comes to us from Triad/Holmes Associates where he has worked for the last several years as Principal Engineer. Prior to that time, he worked as an Associate Engineer for the Town of Mammoth Lakes. Mr. Roten has the experience and background which will allow him to hit the ground running. He will be a great asset to Mono County and to the Mono County Public Works Department. He will report directly to Garrett Higerd, Assistant Public Works Director, and his primary office location will be in Mammoth Lakes, with time assigned as needed to Bridgeport.

Fiscal Impact:

The cost of this position for the remainder of FY 13/14 is approximately \$ 23,031.23 of which \$14,150.00 is salary; \$ 2,840.32 is the employer portion of PERS, and \$6,040.91 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (14/15) would be \$ 139,626.51 of which \$ 84,900.00 is salary; \$ 18,023.88 is the employer portion of PERS and \$ 36,702.63 is the cost of benefits.

If you have any questions about this contract renewal, please feel free to contact me at (760) 932-5413.



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**RESOLUTION NO. R14-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH PAUL ROTEN  
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Agreement re Employment of Paul Roten a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Paul Roten. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Larry K. Johnston , Chair  
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

## **Agreement Re Employment Of Paul Roten**

This Agreement is entered into this 7th day of May, 2014, by and between Mr. Paul Roten and the County of Mono.

### **I. RECITALS**

The County wishes to employ Mr. Roten as Associate Engineer III on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Roten wishes to accept employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be May 7, 2014, until May 7, 2017, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Roten in writing no later than November 7, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Roten shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Mr. Roten that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Roten as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing May 7, 2014, Mr. Roten shall be employed by Mono County as Associate Engineer III, serving at the will and pleasure of Assistant Public Works Director in accordance with the terms and conditions of this Agreement. Mr. Roten accepts such employment. The Assistant Public Works Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Roten's employment. Mr. Roten's primary work location shall be in Mammoth Lakes, CA.
3. Effective May 7, 2014, Mr. Roten's salary shall be \$7,000 per month. The Board may unilaterally increase Mr. Roten's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Mr. Roten's salary. During such negotiations the County shall consider and discuss the issue of increased compensation with Mr. Roten in good faith, but the County's decision whether or not to grant such additional

compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Mr. Roten's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable.

4. Mr. Roten shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Roten understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost. (Due to Mr. Roten's start date of May 7, 2014, his merit leave shall be pro-rated to 53 hours for 2014).
5. To the extent deemed appropriate by the Assistant Public Works Director, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Roten's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Roten shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2% at 62 for Miscellaneous personnel), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R13-46 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Mr. Roten understands and agrees that this receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Roten cease rendering such

services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Roten's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Mr. Roten's employment, the Assistant Public Works Director may terminate Mr. Roten's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Roten understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Assistant Public Works Director may, in his discretion, take during Mr. Roten's employment.
9. In the event that such a termination without cause occurs after May 7, 2015, (i.e., after the first twelve months of employment), Mr. Roten shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Roten shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Roten shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Roten that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.
10. Notwithstanding the foregoing, Mr. Roten shall not be entitled to any severance pay in the event that the Assistant Public Works Director has grounds to discipline him on or about the time he gives him notice of termination. For



purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Roten shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.

11. Mr. Roten may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Roten shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Roten.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Roten's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Roten's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Mr. Roten acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Roten further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

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**III. EXECUTION:**

This Agreement shall be deemed executed as of May 7, 2014.

**PAUL ROTEN**

**THE COUNTY OF MONO**

\_\_\_\_\_

\_\_\_\_\_

By: Larry K. Johnston, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_

MARSHALL RUDOLPH  
County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**Departments: Finance/HR**

**TIME REQUIRED**

**SUBJECT** Dental Insurance Change

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Resolution regarding change of employee dental care benefit plan/administrator based on the results of MCPE's review of current and available insurance.

---

### RECOMMENDED ACTION:

Approve and authorize the Chairman to sign the proposed resolution #R14-\_\_\_\_, pertaining to employee dental care benefits.

---

### FISCAL IMPACT:

Net zero effect up front with the probability of a 3% or greater future cost reduction to the County.

---

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-932-5494 / lchapman@mono.ca.gov

---

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

- [Dental Insurance Staff Report](#)
  - [Dental Care Resolution \(revised\)](#)
  - [Resolution Exhibit A](#)
  - [Dental MOU](#)
-

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/28/2014 4:49 PM	County Administrative Office	Yes
4/28/2014 3:28 PM	County Counsel	Yes
4/28/2014 11:33 AM	Finance	Yes



# DEPARTMENT OF FINANCE COUNTY OF MONO

---

*Rosemary Glazier*  
Assistant Finance Director  
Treasurer-Tax Collector

*Leslie L. Chapman, CPA*  
Finance Director

*Roberta Reed*  
Assistant Finance Director  
Auditor-Controller

*P.O. Box 495*  
*Bridgeport, California 93517*  
*(760) 932-5480*  
*Fax (760) 932-5481*

*P.O. Box 556*  
*Bridgeport, California 93517*  
*(760) 932-5490*  
*Fax (760) 932-5491*

## MEMORANDUM

**TO:** Honorable Board of Supervisors

**FROM:** Leslie Chapman, Finance Director, CPA

**DATE:** April 24, 2014

**SUBJECT:** Dental Insurance

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### RECOMMENDED ACTION:

Approve and authorize the Chairman's signature on proposed resolution authorizing the County to cancel current dental administration program and enter into a new Memorandum of Understanding with CSAC Excess Insurance Authority for dental insurance through Delta Dental.

### DISCUSSION:

As part of the 2013 MCPEA negotiations, Mono County and MCPEA formed a committee to review and make a recommendation on Mono County's dental insurance.

After the review was completed, the committee recommended that Mono County change its current Dental Administrator from Group Management Services, Inc. (formerly Ogden Benefits Administration) to CSAC EIA Delta Dental self-insured plan. This recommendation was in part based on the savings Mono County and its employees will realize.

The following are some of the benefits which Mono County and its Employees will receive by making this change.

Delta Dental's negotiated rates are considerably lower than the regional Usual and Customary rates, which payments are currently based on. This will result in a savings to both Mono County and its employees.

84% of County employees currently use a dentist that is also a Delta Dental Provider.

Implants and Posterior Composite filling will be covered. Any increase will be well below the anticipated savings to the County.

Staying self-insured will allow Mono County to realize the savings from Delta Dental's negotiated rates.

CSAC EIA Delta Dental currently covers 130 public agencies with over 60,000 members in California; of which 30 are California counties.

The Incentive program will remain at 70%, 80%, 90%, and 100%. The employees will retain their percentage achieved with the current Administrator at the time of proposed plan change over. This is the program that gives the employee an incentive to have their teeth cleaned twice a year.

The committee also reviewed three additional plans, Ameritas Group, Humana, and our current administrator Ogden Benefits Administration. The main reason these companies were not recommended was the lack of PPO providers in the areas Mono County employees use. Additional reasons include, but are not limited to, higher administration fees, additional charges for COBRA administration, family maximum of only three individuals, and the lack of a sufficient proposal.

Fiscal Impact:

Net zero effect upfront with the probability of a 3% or greater future cost reduction.



RESOLUTION NO. 14-\_\_

AN RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS PERTAINING TO EMPLOYEE DENTAL CARE BENEFITS

WHEREAS, the County of Mono provides a dental care benefit to its employees known as the "County of Mono Employee Dental Plan;" and

WHEREAS, the County of Mono intends to continue to provide a dental care benefit to employees but at a lower cost to the employees, by terminating the currently existing Employee Dental Plan and entering into a "Memorandum of Understanding Dental Program" with CSAC Excess Insurance Authority.

NOW, THEREFORE, the Board of Supervisors of the County of Mono RESOLVES as follows:

SECTION ONE: The County hereby declares that its existing Employee Dental Plan (attached hereto as Exhibit A), administered through Group Management Services, Inc. (formerly Ogden Benefits Administration), shall be terminated as of 12:00 a.m. midnight July 1, 2014, concurrently with the County's implementation of another employee dental plan.

SECTION TWO: The County Administrative Officer is authorized to enter into the "Memorandum of Understanding Dental Program" with CSAC Excess Insurance Authority, attached hereto as Exhibit B, to provide an employee dental benefit that is at least equivalent to the existing Employee Dental Plan.

PASSED, APPROVED and ADOPTED this \_\_\_ day of \_\_\_\_\_, 2014, by the following vote, to wit:

- AYES:
NOES:
ABSENT:
ABSTAIN:

Larry K. Johnston, Chairman
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

LYNDA ROBERTS, Clerk

COUNTY COUNSEL

# **COUNTY OF MONO**

## **BENEFIT DOCUMENT & SUMMARY PLAN DESCRIPTION**

OF THE

### **DENTAL BENEFITS**

NOTE: THESE BENEFITS ARE PART OF THE "COUNTY OF MONO  
EMPLOYEE DENTAL PLAN"

EFFECTIVE: JULY 1, 2006

Contract Administrator:

**OGDEN BENEFITS ADMINISTRATION**  
8228 Mayfield Rd., Ste. 5B  
Chesterland, OH 44026



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## WHO TO CONTACT FOR ADDITIONAL INFORMATION

A Plan participant can obtain additional information about Plan coverage of a specific drug, treatment, procedure, preventive service, etc. from the office who handles claims on behalf of the Plan (the "Contract Administrator"). See the first page of the **General Plan Information** section for the name, address and phone number of the Contract Administrator.

## DENTAL BENEFIT SUMMARY

<b>PLAN MAXIMUMS</b> (see NOTE below)		
Calendar Year Maximum Benefit (non-ortho)		\$1,000
Orthodontia Maximum Benefit:		
per year (i.e., per 12-month period)		\$500
per "Lifetime" (i.e., all periods of Plan coverage)		\$1,000
Plan benefits for each Covered Person will not exceed the maximums shown above.		
Orthodontia benefits do not apply to the Calendar Year Maximum Benefit. Orthodontia coverage is limited to covered Dependent children who are under age 19.		
NOTE: If an individual is a "late enrollee" (see the <b>Eligibility and Effective Dates</b> section), the maximum benefit during the first 24 months of coverage is \$100.		
<b>CALENDAR YEAR DEDUCTIBLES</b> (for Basic & Major Services)		
Individual Deductible		\$25
Family Maximum Deductible		\$75
<p><u>Individual Deductible</u> - The Individual Deductible is an amount which a Covered Person must contribute toward payment of eligible dental expenses. In most instances, the deductible applies before the Plan begins to provide benefits.</p> <p><u>Family Maximum Deductible</u> - If \$75 in eligible dental expenses is incurred collectively by family members during a Calendar Year and is applied toward Individual Deductibles, the Family Maximum Deductible is satisfied. A "family" includes a covered Employee and his covered Dependents.</p> <p>NOTE: A Covered Person whose coverage terminates and who subsequently becomes covered again during the same Calendar Year will be required to satisfy another Deductible.</p> <p><u>Deductible Carry-Over</u> - Eligible Expense incurred in the last 3 months of a Calendar Year and applied toward that year's Deductible can be carried forward and applied toward the person's Deductible for the next Calendar Year.</p>		
<b>ELIGIBLE DENTAL EXPENSES</b>	<b>Covered Person Pays</b>	<b>Plan Pays</b>
<b>Basic Services</b>		
During 1 <sup>st</sup> Calendar Year of Coverage	30%	70%
During 2 <sup>nd</sup> Calendar Year of Coverage	20%	80%
During 3 <sup>rd</sup> Calendar Year of Coverage	10%	90%
During 4 <sup>th</sup> Calendar Year of Coverage	-0-	100%
<p>The above percentages will apply if a Covered Person visits the dentist at least once in each Calendar Year. If an individual fails to visit a dentist in any Calendar Year, he will not advance to the next higher benefit percentage until visits resume. Also, if a Covered Person becomes covered on or after October 1 of a Calendar Year, the 70% Coinsurance will apply to the initial partial year and the first Calendar Year of coverage thereafter.</p> <p>Limits applicable to certain Basic Services:</p> <ul style="list-style-type: none"> <li>- fluoride application is limited to children under age 16 and to 1 application per 12-month period;</li> <li>- cleaning and polishing of the teeth (including periodontal prophylaxis) is limited to once per 6-month period;</li> <li>- sealants are limited to children under age 18;</li> <li>- space maintainers are limited to children under age 16;</li> <li>- a routine full-mouth X-ray series or a panoramic X-ray is limited to once per 36-month period;</li> <li>- routine bitewing X-rays are limited to 1 set per 6-month period.</li> </ul>		

**DENTAL BENEFIT SUMMARY, continued**

<b>Major Services</b>	50%	50%
Benefits for Major Services are available only after an individual has been covered under the Plan for 6 months.		
Limits applicable to certain Major Services:		
<ul style="list-style-type: none"> <li>- gingivectomy, mucogingival surgery, osseous surgery and osseous grafts are limited to 1 procedure per area of the mouth in any 36-month period;</li> <li>- relining of a denture is limited to once in any 24-month period;</li> <li>- denture adjustment is limited to once in any 12-month period.</li> </ul>		
<b>Orthodontia (Deductible waived)</b>	50%	50%
Benefits for Orthodontia services are available only after an individual has been covered under the Plan for 12 months.		

THIS IS A SUMMARY ONLY. PLEASE REFER TO THE **ELIGIBLE DENTAL EXPENSES AND DENTAL LIMITATIONS AND EXCLUSIONS** SECTIONS FOR MORE INFORMATION.

## DENTAL PRE-TREATMENT ESTIMATE

If extensive dental work is needed (i.e., where the proposed course of treatment will cost more than \$200), the Plan Sponsor requires that a pre-treatment estimate be obtained prior to the work being performed. Emergency treatments, oral examinations including prophylaxis, and dental X-rays will be considered part of the "extensive dental work" but may be performed before the pre-treatment estimate is obtained.

A pre-treatment estimate is obtained by having the attending dentist complete a statement listing the proposed dental work and charges. The form is then submitted to the Contract Administrator for review and estimate of benefits. The Contract Administrator may require an oral exam (at Plan expense) or request X-rays or additional information during the course of its review.

A pre-treatment estimate serves two purposes. First, it gives the patient and the dentist a good idea of benefit levels, maximums, limitations, etc., that might apply to the treatment program so that the patient's portion of the cost will be known and, secondly, it offers the patient and dentist an opportunity to consider other avenues of restorative care that might be equally satisfactory and less costly.

Most dentists are familiar with pre-treatment estimate procedures and the dental claim form is designed to facilitate pre-treatment estimate.

If a pre-treatment estimate is not obtained prior to the work being performed, the Plan Sponsor reserves the right to determine Plan benefits as if a pre-treatment estimate had been obtained.

**NOTE: A PRE-TREATMENT ESTIMATE IS NOT A GUARANTEE OF PAYMENT. PAYMENT OF PLAN BENEFITS IS SUBJECT TO PLAN PROVISIONS AND ELIGIBILITY AT THE TIME THE SERVICES ARE ACTUALLY INCURRED.**

## ELIGIBLE DENTAL EXPENSES

Eligible dental expenses are the Usual, Customary and Reasonable charges for the dental services and supplies listed below, which are: (1) incurred while a person is covered under the Plan, and (2) received from a licensed dentist, a qualified technician working under a dentist's supervision or any Physician furnishing dental services for which he is licensed.

For benefit purposes, dental expenses will be deemed incurred as follows:

- for an appliance or modification of an appliance, on the date the final impression is taken;
- for a crown, inlay, onlay or gold restoration, on the date the tooth is prepared;
- for root canal therapy, on the date the pulp chamber is opened; or
- for any other service, on the date the service is rendered.

NOTE: Many dental conditions can be properly treated in more than one way. The Plan is designed to help pay for dental expenses, but not for treatment which is more expensive than necessary for good dental care. If a Covered Person chooses a more expensive course of treatment, the Plan will pay benefits equivalent to the least expensive treatment that would adequately correct the dental condition.

### BASIC SERVICES

**Endodontia** - Endodontic services including but not limited to: root canal therapy (except for final restoration), pulpotomy, apicoectomy and retrograde filling.

**Exams** - Diagnostic oral examinations and consultations, as needed.

**Extraction** - Removal of a tooth from the oral cavity.

**Fillings, Non-Precious** - Amalgam, silicate, composite and plastic restorations and pin retention in connection with such a restoration, but not including gold fillings, inlays or crowns.

NOTE: Excess charges for tooth-colored restorations are not covered for posterior teeth. See "Cosmetic Dentistry" in the list of **Dental Limitations and Exclusions**.

**Fluoride** - Topical application of stannous or sodium fluoride.

**Injections** - Injection of antibiotic drugs.

**Oral Surgery** - Simple or surgical extractions including extractions for impacted teeth, root recovery, excision of pericoronal tissues, incision and drainage, alveoloplasty, frenectomy or frenulectomy, and excision of hyperplastic tissue.

**Palliatives** - Emergency treatment for the relief of dental pain.

**Pathology** - Diagnostic laboratory services performed to assist in the diagnosis of oral disease.

**Periodontia** - Treatment of the gums and tissues of the mouth including:

periodontal prophylaxis (see "cleaning and polishing of the teeth" in the **Medical Benefit Summary** for combined limit);

gingival curettage, scaling and root planing;

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IMPORTANT: CERTAIN ELIGIBLE DENTAL EXPENSES ARE SUBJECT TO BENEFIT LIMITS. SEE THE **DENTAL SCHEDULE(S) OF BENEFITS** FOR THAT INFORMATION.

*ELIGIBLE DENTAL EXPENSES, continued*

gingivectomy, mucogingival surgery, osseous surgery and osseous grafts;

pedicle grafts; and

free soft tissue grafts.

**Prophylaxis** - Cleaning and polishing of the teeth.

**Sealants** - Application of sealants to the pits and fissures of the teeth, with the intent to seal the teeth and reduce the incidence of decay. Coverage is limited to application on the occlusal (biting) surface of permanent molars which are free of decay or prior restoration.

**Space Maintainers** - Fixed and removable appliances to retain the space left by a prematurely lost primary or "baby" tooth and to prevent abnormal movement of the surrounding teeth.

**X-rays** - Dental X-rays for diagnostic purposes, as well as routine "full mouth" X-rays or a panoramic X-ray, and routine bitewing X-rays.

**MAJOR SERVICES**

(See the **Dental Benefit Summary** for 6-month Waiting Period)

**Anesthesia** - General anesthesia if required for an eligible periodontal or endodontic procedure or for oral surgery.

NOTE: Separate charges for pre-medication, local anesthesia, analgesia or conscious sedation are not covered. Such services should be included in the cost of the procedure itself.

**Crowns** - Porcelain, gold or composite crown restorations when necessary for extensive decay where tooth cannot be restored with a lesser restoration (i.e., a filling). However, for patients under 15 years of age, coverage is limited to plastic or stainless steel crowns.

Replacement of a crown is covered only after an individual has been covered under the Plan for at least twenty-four (24) months and more than five (5) years have passed since the last placement.

See "Cosmetic Dentistry" in the list of **Dental Limitations and Exclusions** for restrictions on veneer or facing (i.e., "tooth-colored") restorations. Crowns placed for periodontal splinting are not covered.

**Gold Fillings, Inlays & Onlays** - Gold fillings and cast restorations when necessary for extensive decay where tooth cannot be restored with a lesser restoration.

Replacement of a gold filling, inlay or onlay is covered only after an individual has been covered under the Plan for at least twenty-four (24) months and more than five (5) years have passed since the last placement.

**Gold Post & Core** - Post and core but only for an endodontically-treated tooth which requires a crown.

**Prosthetics** - Initial placement of full and partial dentures, fixed and removable bridgework and the addition of teeth to partial dentures or fixed bridgework. Any allowance made for an initial prosthetic will include necessary adjustments during the first twelve (12) months after placement.

Replacement of dentures and bridgework will be covered only if the individual has been covered under the Plan for at least twenty-four (24) months and the prosthetic is at least five (5) years old and cannot be made serviceable. However, if replacement is necessitated by the extraction of a functioning natural tooth, the 5-year rule is waived.

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**IMPORTANT: CERTAIN ELIGIBLE DENTAL EXPENSES ARE SUBJECT TO BENEFIT LIMITS. SEE THE DENTAL SCHEDULE(S) OF BENEFITS FOR THAT INFORMATION.**

*ELIGIBLE DENTAL EXPENSES, continued*

**Repairs, Relines Adjustments** - Repairs or re-cementing of crowns, inlays, bridgework or dentures.

Relining of a denture but only if performed more than twelve (12) months after placement.

Denture adjustments but only if performed more than twelve (12) months after the initial placement.

**ORTHODONTIA**

(See the **Dental Benefit Summary** for 12-month Waiting Period)

For covered Dependent children under age 19, services or supplies for the correction of bite or malocclusion or for the alignment or repositioning of teeth, including:

cephalometric X-rays;

full-mouth dental X-rays;

surgical exposure of an impacted tooth;

study models;

photographs and consultations;

banding and appliances; and

retainers, but not the replacement of retainers.

Orthodontia services must be in accordance with a treatment plan that has been reviewed and approved by the Contract Administrator prior to the commencement of services (see **Dental Pre-Treatment Estimate** section above).

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**IMPORTANT: CERTAIN ELIGIBLE DENTAL EXPENSES ARE SUBJECT TO BENEFIT LIMITS. SEE THE DENTAL SCHEDULE(S) OF BENEFITS FOR THAT INFORMATION.**

## DENTAL LIMITATIONS AND EXCLUSIONS

Except as specifically stated, no benefits will be payable under this Plan for:

**Appliances** - Items intended for sport or home use, such as athletic mouthguards or habit-breaking appliances.

**Congenital or Developmental Conditions** - Treatment of congenital (hereditary) or developmental (following birth) malformations.

**Cosmetic Dentistry** - Treatment rendered for cosmetic purposes.

NOTE: Excess charges for a veneer or facing (i.e., a "tooth-colored" exterior) on a crown or pontic or a tooth-colored restoration is not covered on a tooth posterior to the second bicuspid but will be considered "cosmetic". The maximum allowance will be the allowance for the least costly restoration which will provide a functional result.

**Customized Prosthetics** - Precision or semi-precision attachments, overdentures, or customized prosthetics.

**Discoloration Treatment** - Teeth whitening or any other treatment to remove or lessen discoloration, except in connection with endodontia.

**Excess Care** - Services which exceed those necessary to achieve an acceptable level of dental care. If it is determined that alternative procedures, services, or courses of treatment could be (could have been) performed to correct a dental condition, Plan benefits will be limited to the least costly procedure(s) which would produce a professionally satisfactory result.

Duplicate prosthetic devices or appliances.

**Experimental Procedures** - Services which are considered experimental or which are not approved by the American Dental Association.

**Fractures** - Treatment of bone fractures (ex: fracture of the jaw).

**Grafting** - Extra oral grafts (grafting of tissue from outside the mouth to oral tissues).

### Hospital Expenses

**Implants** - Implants (materials implanted into or on bone or soft tissue) or the removal of implants.

**Lost or Stolen Prosthetics or Appliances** - Replacement of a prosthetic or any other type of appliance which has been lost, misplaced, or stolen.

**Medical Expenses** - Any dental services to the extent to which coverage is provided under any medical or other coverages offered by the Plan Sponsor.

**Myofunctional Therapy** - Muscle training therapy or training to correct or control harmful habits.

**Non-Professional Care** - Services rendered by someone other than:

a dentist (D.D.S. or D.M.D.);

a dental hygienist, X-ray technician or other qualified technician who is under the supervision of a dentist; or

a Physician furnishing dental services for which he is licensed.



*DENTAL LIMITATIONS AND EXCLUSIONS, continued*

**Occlusal Restoration** - Procedures, appliances or restorations that are performed to alter, restore or maintain occlusion (i.e., the way the teeth mesh), including:

- altering the vertical dimension;
- replacing or stabilizing tooth structure lost by attrition;
- realignment of teeth;
- gnathological recording or bite registration or bite analysis;
- occlusal equilibration.

**Oral Hygiene Counseling, Etc.** - Education or training in and supplies used for dietary or nutritional counseling, personal oral hygiene instruction or plaque control. Charges for supplies normally used at home, including but not limited to toothpaste, toothbrushes, waterpiks, and mouthwashes.

**Personalization or Characterization of Dentures**

**Photos** – Diagnostic photographs, except in conjunction with a covered orthodontic treatment plan.

**Prescription Drugs**

**Prior to Effective Date / After Termination Date** - Courses of treatment which were begun prior to the Covered Person's effective date, including crowns, bridges or dentures which were ordered prior to the effective date.

Dental services or supplies provided after termination of coverage.

**Splinting** - Appliances and restorations for splinting teeth.

**Temporary Restorations and Appliances** - Excess charges for temporary restorations and appliances. The Eligible Expenses for the permanent restoration or appliance will be the maximum covered charge.

**TMJ / Jaw Joint Treatment** - Any charges for jaw (mandibular) augmentation or reduction procedures; or procedures, restorations or appliances for the treatment or for the prevention of temporomandibular joint dysfunction syndrome.

- (See also *General Exclusions* section) -

## GENERAL EXCLUSIONS

No benefits will be payable under the Plan for:

**Criminal Activities** - Any injury resulting from or occurring during the Covered Person's commission or attempt to commit an aggravated assault or felony, taking part in a riot or civil disturbance, or taking part as a principal or as an accessory in illegal activities or an illegal occupation.

**Excess Charges** - Charges in excess of the Usual, Customary and Reasonable fees.

**Forms Completion** - Charges made for the completion of claim forms or for providing supplemental information.

**Late-Filed Claims** - Claims which are not filed with the Contract Administrator for handling within the required time periods as included in the **Claims Procedures** section.

**Missed Appointments** - Expenses incurred for failure to keep a scheduled appointment.

**No Charge / No Legal Requirement to Pay** - Services for which no charge is made or for which a Covered Person is not required to pay, or is not billed or would not have been billed in the absence of coverage under this Plan. However, this exclusion does not apply to any benefit or coverage which is available through the Medical Assistance Act (Medicaid).

**Not Listed Services or Supplies** - Any services, care or supplies not specifically listed as Eligible Expenses.

**Other Coverage** - Services or supplies for which a Covered Person is entitled (or could have been entitled if proper application had been made) to have reimbursed by or furnished by any plan, authority or law of any government, governmental agency (Federal or State, Dominion or Province or any political subdivision thereof).

**Outside United States** - Charges incurred outside of the United States if the Covered Person traveled to such a location for the sole purpose of obtaining such services, drugs or supplies.

**Postage, Shipping, Handling Charges, Etc.** - Any postage, shipping or handling charges which may occur in the transmittal of information to the Contract Administrator. Interest or financing charges.

**Prior Coverages** - Services or supplies for which the Covered Person is eligible for benefits under the terms of the document that this Benefit Document replaces.

**Relative or Resident Care** - Any service rendered to a Covered Person by a relative (i.e., a spouse, or a parent, brother, sister, or child of the Employee or of the Employee's spouse) or anyone who customarily lives in the Covered Person's household.

**Telecommunications** - Advice or consultation given by or through any form of telecommunication.

**War or Active Duty** - Health conditions resulting from insurrection, war (declared or undeclared) or any act of war and any complications therefrom, or service (past or present) in the armed forces of any country, to the extent not prohibited by law.

**Work-Related Conditions** - Any condition for which the Covered Person has or had a right to compensation under any Workers' Compensation or occupational disease law or any other legislation of similar purpose, whether or not a claim is made for such benefits. If the Plan provides benefits for any such condition, the Plan Sponsor will be entitled to establish a lien upon such other benefits up to the amount paid.

## COORDINATION OF BENEFITS (COB)

Benefits provided under the Plan are subject to Coordination of Benefits as described below, unless specifically stated otherwise.

### DEFINITIONS

As used in this COB section, the following terms will be capitalized and will have the meanings indicated:

**Other Plan** - Any of the following that provides benefits or services for health care services:

group, blanket or franchise coverage, whether insured or uninsured, but not including any type of school accident coverage;

group prepayment plans (HMO, PPO, EPO);

group Blue Cross and Blue Shield coverages;

any coverage under labor-management trustee plans, union welfare plans, employer or professional organization plans, or employee benefit organization plans;

any coverage under government programs, such as TRICARE, and any coverage required or provided by a statute. For purposes of implementing this provision, eligibility alone will constitute coverage.

NOTE: If an Other Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate plan.

**This Plan** - The coverages of this Plan.

**Allowable Expense** - A health care service or expense, including deductibles and copayments, that is covered at least in part by any of the plans (i.e., This Plan or Other Plan(s)) covering the Claimant. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid.

**Claim Determination Period** - A period which commences each January 1 and ends at 12 o'clock midnight on the next succeeding December 31, or that portion of such period during which the Claimant is covered under This Plan. The Claim Determination Period is the period during which This Plan's normal liability is determined (see "Effect on Benefits Under This Plan").

**Custodial Parent** - A parent awarded custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one half of the Calendar Year without regard to any temporary visitation.

### EFFECT ON BENEFITS UNDER THIS PLAN

**When Other Plan Does Not Contain a COB Provision** - If an Other Plan does not contain a coordination of benefits provision that is consistent with the NAIC Model COB Contract Provisions, then such Other Plan will be "primary" and This Plan will pay its benefits AFTER such Other Plan(s). This Plan's liability will be the lesser of: (1) its normal liability or (2) total Allowable Expenses minus benefits paid or payable by the Other Plan(s).

**When Other Plan Contains a COB Provision** - When an Other Plan also contains a coordination of benefits provision similar to this one, This Plan will determine its benefits using the "Order of Benefit Determination Rules" below. If, in accordance with those rules, This Plan is to pay benefits BEFORE an Other Plan, This Plan will pay its normal liability without regard to the benefits of the Other Plan. If This Plan, however, is to pay its benefits AFTER an Other Plan(s), it will pay the lesser of: (1) its normal liability or (2) total Allowable Expenses minus benefits paid or payable by the Other Plan(s).

NOTE: The determination of This Plan's "normal liability" will be made for an entire Claim Determination Period (i.e. Calendar Year). If this Plan is "secondary", the difference between the benefit payments that This Plan would have paid had it been the primary plan and the benefit payments that it actually pays as a secondary plan is recorded as a "benefit reserve" for the Covered Person and will be used to pay Allowable Expenses not otherwise paid during the balance of the Claim Determination Period. At the end of the Claim Determination Period, the benefit reserve returns to zero.

### ORDER OF BENEFIT DETERMINATION RULES

Whether This Plan is the "primary" plan or a "secondary" plan is determined in accordance with the following rules. The first of the following rules that describes which pays its benefits first is the rule that will be used.

**No COB Provision** – If an Other Plan does not contain a coordination of benefit provision, then the Other Plan will be primary and This Plan will be secondary.

**Non-Dependent vs. Dependent** - The benefits of a plan which covers the Claimant other than as a dependent (i.e., as an employee, member, subscriber or retiree) will be determined before the benefits of a plan which covers such Claimant as a dependent. However, if the Claimant is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent and primary to the plan covering the person as other than a dependent (e.g., a retired employee), then the order of benefits between the two plans is reversed so that the plan covering the person as an employee, member, subscriber or retiree is secondary and the other plan is primary.

**Child Covered Under More Than One Plan** - When the Claimant is a dependent child, the primary plan is the plan of the parent whose birthday is earlier in the year if: (1) the child's parents are married, (2) the parents are not separated (whether or not they have ever been married), or (3) a court decree awards joint custody without specifying that one party has the responsibility to provide health care coverage. If both parents have the same birthday, the plan that covered either of the parents longer is primary.

When the Claimant is a dependent child and the specific terms of a court decree state that one of the parents is responsible for the child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to Claim Determination Periods or plan years commencing after the plan is given notice of the court decree.

When the Claimant is a dependent child whose father and mother are not married, are separated (whether or not they even have been married) or are divorced, the order of benefits is:

- the plan of the Custodial Parent;
- the plan of the spouse of the Custodial Parent;
- the plan of the noncustodial parent; and then
- the plan of the spouse of the noncustodial parent.

**Active vs. Inactive Employee** - The plan that covers the Claimant as an employee who is neither laid off nor retired, is primary. The plan that covers a person as a dependent of an employee who is neither laid off nor retired, is primary. If the Other Plan does not have this rule and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.

**Longer vs. Shorter Length of Coverage** - The benefits of the plan which has covered the Claimant for the longer period of time are determined before those of the plan which has covered that person for the shorter period of time.

NOTE: If the preceding rules do not determine the primary plan, the Allowable Expenses shall be shared equally between This Plan and the Other Plan(s). However, This Plan will not pay more than it would have paid had it been primary.

**OTHER INFORMATION ABOUT COORDINATION OF BENEFITS**

**Right to Receive and Release Necessary Information** - For the purpose of enforcing or determining the applicability of the terms of this COB section or any similar provision of any Other Plan, the Contract Administrator may, without the consent of any person, release to or obtain from any insurance company, organization or person any information with respect to any person it deems to be necessary for such purposes. Any person claiming benefits under This Plan will furnish to the Contract Administrator such information as may be necessary to enforce this provision.

**Facility of Payment** - A payment made under an Other Plan may include an amount that should have been paid under This Plan. If it does, the Contract Administrator may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Plan will not have to pay that amount again.

**Right of Recovery** - If the amount of the payments made by the Plan is more than it should have paid under this COB section, the Plan may recover the excess from one or more of the persons it has paid or for whom it has paid - or any other person or organization that may be responsible for the benefits or services provided for the Claimant. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

## ELIGIBILITY AND EFFECTIVE DATES

### Eligibility Requirements - Employees

In order to be eligible to participate in the Plan, an Employee must be in active employment for the Employer on a full-time basis (i.e., at least twenty hours per week), considered an employee for Social Security reporting purposes, and performing all customary duties of his occupation at his usual place of employment.

An Employee will be deemed in "active employment" on each day of a regular paid vacation or on a regular non-working day, provided he was actively at work on the last preceding regular working day.

See **Extension of Coverage** section(s) for instances when these eligibility requirements may be waived or modified.

NOTE: Eligibility for Medicaid or the receipt of Medicaid benefits will not be taken into account in determining eligibility.

### Effective Date - Employees

Subject to the Effective Date Provision (see below) and timely enrollment, an eligible Employee's coverage is effective as follows:

for an Employee who commences active employment from the first through the fifteenth of a month - upon completion of a waiting period to the first of the month following date of hire, if he enrolls on or before that date; or

for an Employee who commences active employment from the sixteen through the last day of a month - on the first day of the second month after date of hire, if he enrolls on or before that date; or

on the date Employee enrolls, if he/she enrolls within the thirty-one (31) days after completion of the waiting period.

If Employee fails to enroll within thirty-one (31) days after completion of the waiting period, Employee's coverage will be effective only in accordance with the "Late Enrollment/Re-Enrollment" provision below.

### Eligibility Requirements - Dependents

An eligible Dependent of an Employee is:

A "spouse" will mean a person of the opposite sex (i.e., not the same sex as the Employee). "Legally married" means a legal union (as defined by the Employee's state of residence) between one man and one woman as husband and wife;

an unmarried child under age 19 who is primarily dependent on the Employee for support and maintenance. For these purposes a "child" will include:

- a natural child;
- a stepchild;
- a foster child;
- any other child related to the Employee by blood or marriage who lives with Employee in a regular parent-child relationship and is primarily dependent upon Employee for financial support.
- a child who is adopted by the Employee or placed with him for adoption prior to age 18. "Placed for adoption" means the assumption and retention by the Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have begun;

*ELIGIBILITY AND EFFECTIVE DATES, continued*

- notwithstanding any main support and care requirements, a child for whom the Employee or covered Dependent spouse is required to provide coverage due to a Medical Child Support Order (MCSO) which the Plan Sponsor determines to be a Qualified Medical Child Support Order in accordance with its written procedures (which are incorporated herein by reference and which can be obtained without charge). A QMCSO will also include a judgement, decree or order issued by a court of competent jurisdiction or through an administrative process established under state law and having the force and effect of law under state law and which satisfies the QMCSO requirements of ERISA (section 609(a));

an unmarried student age 19 but less than 25, if such child meets the requirements of the preceding paragraph, except age, and is in full-time school attendance at a qualified educational institution.

As used herein, the term "qualified educational institution" will mean high schools, junior colleges or other two-year colleges granting two-year degrees; universities or colleges granting four-year degrees or post-graduate degrees; proprietary schools such as business colleges, professional schools, and trade and technical schools - which are established as other than evening schools exclusively.

"Full-time school attendance" means 12 units or more per semester in a junior college, college or university or 20 or more hours weekly for six or more months in a proprietary school.

Cessation of full-time school attendance will terminate Dependent status with respect to the student EXCEPT that, if cessation is due to school vacation, Dependent status will terminate on the date the school reconvenes if attendance does not resume.

NOTE: An eligible Dependent does not include:

- a spouse following legal separation or a final decree of dissolution or divorce;
- any person who is on active duty in a military service;
- any person who is eligible and has enrolled as an Employee under the Plan;
- any person who is covered as a Dependent of another Employee under the Plan.

See **Extension of Coverage** section(s) for instances when these eligibility requirements may be waived or modified.

**Effective Date - Dependents**

Subject to the Effective Date Provision and timely enrollment, Dependents who are eligible and enrolled concurrently with the Employee will have coverage effective on the Employee's coverage effective date. A Dependent acquired later may become covered only if the Employee makes written application for coverage for the Dependent. If application is made:

on or before the date the Dependent meets the eligibility requirements, the Dependent's coverage will be effective on the first of the month following date of eligibility; or

after the date of eligibility but within thirty-one (31) days of that date, the Dependent will become covered on the first of the month following the date application is made; or

after thirty-one (31) days beyond the date of eligibility, the Dependent's coverage will be effective only in accordance with the "Late Enrollment/Re-Enrollment" provision.

NOTE: A Dependent's coverage will never be effective prior to the Employee's effective date.

**Late Enrollment / Re-Enrollment**

If application is made more than thirty-one (31) days after an individual's eligibility date or completion of the Plan's waiting period requirement, coverage will be effective on the first of the month following date of application. However, benefits will be limited to \$100 for the first twenty-four (24) consecutive months of coverage (see "Plan Maximums" in the **Dental Benefit Summary**).

## *ELIGIBILITY AND EFFECTIVE DATES, continued*

### **Reinstatement / Rehire**

If an Employee returns to active employment and eligible status following an approved leave of absence in accordance with the Employer's guidelines and the Family and Medical Leave Act (FMLA), and during the leave Employee discontinued paying his share of the cost of coverage causing coverage to terminate, such Employee may have coverage reinstated as if there had been no lapse (for himself and any Dependents who were covered at the point contributions ceased). The Plan Sponsor will have the right to require that unpaid coverage contribution costs be repaid.

In accordance with Federal law, certain Employees who return to employment following active duty service as a member of the United States Reserves or National Guard will be reinstated to coverage under the Plan (for themselves and any Dependents who were covered prior to the military assignment). Neither the waiting period requirement nor any Plan limitations with reference to pre-existing conditions will apply. However, this provision is intended to comply with the minimum requirements of the Veteran's Re-employment Rights Law and, if it is in conflict or incomplete in any way, such law will prevail.

### **Effective Date Provision**

If an Employee is not in active employment due to injury or illness on the date coverage would otherwise become effective, the coverage will not become effective until the date that he/she returns to active employment.

If any eligible individual is confined for medical care or treatment at home or in a hospital on the date coverage would otherwise become effective, coverage will be delayed until the first of the month coinciding with or next following the date such confinement ends. This Effective Date Proviso also applies to any increase in coverage.

NOTE: This Effective Date Provision will NOT apply to: (1) a Dependent child born while the Employee is covered under the Plan and who would otherwise have coverage effective on the date of birth, (2) an adopted child of the Employee as defined by law, whether or not the adoption has become final, (3) a COBRA transferee, or (4) during an FMLA leave.

### **Transfer of Coverage**

If a husband and wife are both Employees and are covered as Employees under this Plan and one of them terminates, the terminating spouse and any of his eligible and enrolled Dependents will be permitted to immediately enroll under the remaining Employee's coverage without having to provide evidence of good dental health. Such new coverage will be deemed a continuation of prior coverage and will not operate to reduce or increase any coverage to which the person was entitled while enrolled as the Employee or the Dependent of the terminated Employee.

### **Restatement / Replacement of Benefits**

This Benefit Document replaces prior benefits offered by the Plan Sponsor but this is not a new Plan. The health coverage(s) described herein are an immediate restatement or replacement of such prior benefits. Except to the extent that benefits are expressly modified, any deductibles satisfied or benefits paid with respect to covered persons under the prior benefits will be deemed to be Deductibles satisfied or benefits paid under the Benefit Document for a person who is eligible as an active enrollee or a COBRA enrollee under the Benefit Document on its effective date. Any contiguous periods a person was covered under the benefits replaced by this document will be deemed to be time covered under this Benefit Document.



## TERMINATION OF COVERAGE

### Employee Coverage Termination

An Employee's coverage under the Plan will terminate upon the earliest of the following:

termination of the Plan;

termination of Employee's eligibility or termination of participation in the Plan by the Employee;

the date the Employee becomes a full-time member of the armed forces of any country or international organization on a full-time active duty basis other than scheduled drills or other training not exceeding one month in any Calendar Year. For active duty in the military services of the United States such date will be the date of active duty on his/her "activation Orders." However, if the U.S. active duty call-up is for less than 30 days and is then extended, Plan coverage will continue until 12:00 midnight on the 30th day of active duty;

the end of the period for which Employee last made the required contribution, if the coverage is provided on a contributory basis (i.e. Employee shares in the cost);

at midnight on the last day of the month in which the covered Employee leaves or is dismissed from the employment of the Employer or ceases to be engaged in active employment for the required number of hours as specified in **Eligibility and Effective Dates** section - except when coverage is extended under the terms of any **Extension of Coverage** provision.

NOTE: Unused vacation days or severance pay following cessation of active work will NOT count as extending the period of time coverage will remain in effect.

### Dependent Coverage Termination

A Dependent's coverage under the Plan will terminate upon the earliest of the following:

termination of the Plan or discontinuance of Dependent coverage under the Plan;

termination of the coverage of the Employee;

the date the Dependent becomes a full-time member of the armed forces of any country or international organization on a full-time active duty basis other than scheduled drills or other training not exceeding one (1) month in any Calendar Year;

at midnight on the last day of the month in which the Dependent ceases to meet the eligibility requirements of the Plan, except when coverage is extended under the terms of any **Extension of Coverage** provision. An Employee's adoptive child ceases to be eligible on the date on which the petition for adoption is dismissed or denied or the date on which the placement is disrupted prior to legal adoption and the child is removed from placement with the Employee;

the end of the period for which the Employee last made the required contribution for such coverage, if Dependent's coverage is provided on a contributory basis (i.e., Employee shares in the cost). However, in the case of a child covered due to a Qualified Medical Child Support Order (QMCSO), the Employee must provide proof that the child support order is no longer in effect or that the Dependent has replacement coverage which will take effect immediately upon termination.

- (See **COBRA Continuation Coverage**) -

## EXTENSION OF COVERAGE PROVISIONS

Coverage may be continued beyond the **Termination of Coverage** date in the circumstances identified below. Unless expressly stated otherwise, however, coverage for a Dependent will not extend beyond the date the Employee's coverage ceases.

### **Extension of Coverage for Handicapped Dependent Children**

If an already covered Dependent child attains the age which would otherwise terminate his status as a "Dependent," and:

if on the day immediately prior to the attainment of such age the child was a covered Dependent under the Plan; and

at the time of attainment of such age the child is incapable of self-sustaining employment by reason of mental retardation or physical handicap or disability which commenced prior to the attainment of such age; and

such child is primarily dependent upon the Employee for support and maintenance;

then such child's status as a "Dependent" will not terminate solely by reason of his having attained the limiting age and he will continue to be considered a covered Dependent under the Plan so long as he remains in such condition, and otherwise conforms to the definition of "Dependent."

The Employee must submit to the Contract Administrator proof of the child's incapacity within thirty-one (31) days of the child's attainment of such age, and thereafter as may be required, but not more frequently than once a year after the two-year period following the child's attainment of such age.

### **Extensions of Coverage During Absence From Work**

If an Employee fails to continue in active employment but is not terminated from employment (e.g., he is absent due to an approved leave, a temporary layoff, etc.), he may be permitted to continue health care coverages for himself and his Dependents though he could be required to pay the full cost of coverage during such absence. Any such extended coverage allowances will be provided on a non-discriminatory basis and are as outlined in the Employer's personnel policies or other Employee communications (such documents are incorporated by reference), but not to exceed a maximum of three (3) months, except that, with an approved extension, coverage may be continued for up to three (3) additional months.

Except as noted, any coverage which is extended under the terms of this provision will automatically and immediately cease on the earliest of the following dates:

the date specified in the Employer's written personnel policies or Employee communications;

the end of the period for which the last contribution was paid, if such contribution is required;

the date of termination of this Plan.

NOTE: The Plan Sponsor intends to comply with the Family and Medical Leave Act of 1993 (FMLA). To the extent that the FMLA applies to the Employer, Plan benefits may be maintained during certain leaves of absence at the levels and under the conditions that would have been present if employment was continuous. Employee eligibility requirements, the obligations of the Employer and Employee concerning conditions of leave, and notification and reporting requirements are specified in the FMLA. Any Plan provisions which are found to conflict with the FMLA are modified to comply with at least the minimum requirements of the Act.

### **Extension of Coverage During Military Service**

Regardless of an Employer's established termination or leave of absence policies, the Plan will at all times comply with the regulations of the Uniformed Services Employment and Reemployment Rights Act (USERRA) for a person entering military service. This includes the right to extend Plan coverage upon payment of the entire cost of coverage plus a reasonable administration fee. Additional information concerning the USERRA can be obtained from the Plan Sponsor.

- (See *COBRA Continuation Coverage*) -

## CLAIMS PROCEDURES

### **Proof of Loss**

Written proof covering the details of loss for which a claim is made must be furnished to the Contract Administrator within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it can be shown that it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and, in no event except in the absence of legal capacity of the Claimant, later than twelve (12) months from the date on which covered charges were incurred.

Claims should be submitted as soon as possible after expenses are incurred to:

**Ogden Benefits Administration, Inc.**  
**8228 Mayfield Rd., Ste. 5B**  
**Chesterland, OH 44026**

NOTE: In accordance with federal law, the Centers for Medicare and Medicaid Services (CMS) have three (3) years to submit claims when Medicare has paid as the primary plan and the Plan should have been primary.

### **Assignments to Providers**

All Eligible Expenses reimbursable under the health care coverages of the Plan will be paid to the covered Employee except that: (1) assignments of benefits to Hospitals, Physicians or other providers of service will be honored, (2) the Plan may pay benefits directly to providers of service unless the Covered Person requests otherwise, in writing, within the time limits for filing proof of loss, and (3) the Plan may make benefit payments for a child covered by a Qualified Medical Child Support Order (a QMCSO) directly to the custodial parent or legal guardian of such child.

NOTE: Benefit payments on behalf of a Covered Person who is also covered by a state's Medicaid program will be subject to the state's right to reimbursement for benefits it has paid on behalf of the Covered Person, as created by an assignment of rights made by the Covered Person or his beneficiary as may be required by the state Medicaid plan. Furthermore, the Plan will honor any subrogation rights that a state may have gained from a Medicaid-eligible beneficiary due to the state's having paid Medicaid benefits that were payable under the Plan.

### **Claims Denials and Appeal Procedures**

If a claim is wholly or partially denied, the Claimant will be given written notification of such denial. This notice will include:

the reason(s) for the denial;

specific reference to the Plan provision(s) on which the denial is based;

a description of any additional information or material necessary to correct the claim and an explanation of why such material or information is necessary; and

appropriate information as to the steps to be taken if a Plan participant wishes to submit the claim for review.

A Claimant may request a review of his claim, provided such request is filed in writing to the Contract Administrator (at the address shown above) within sixty (60) days after the date his claim is denied.

At such time as the Claimant requests a review of the denied claim, he may review any pertinent documents and should submit issues and comments in writing.

The Plan Sponsor will make a decision with regard to the appeal not later than sixty (60) days after the receipt of the request for review, unless special circumstances require an extension of time. If an extension is required, written notice of the extension will be furnished to the Claimant or Employee prior to the termination of the initial 60-day period. The extension notice will explain the special circumstances requiring an extension and the date the Plan Sponsor expects to render the final decision.

The decision on review will be in writing, will include the specific reason(s) for the decision and will reference the

pertinent provisions on which the decision is based.

## DEFINITIONS

When capitalized within, the following items will have the meanings shown below.

**Benefit Document** – A document that describes one (1) or more benefits of the Plan.

**Calendar Year** - The period of time commencing at 12:01 A.M. on January 1 of each year and ending at 12:01 A.M. on the next succeeding January 1.

**Claimant** - Any Covered Person for whom a claim is submitted for benefits under the Plan.

**Contract Administrator** - A company which performs all functions reasonably related to the general management, supervision and administration of the Plan in accordance with the terms and conditions of an administration agreement between the Contract Administrator and the Plan Sponsor.

**Covered Person** - A covered Employee, a covered Dependent, and a Qualified Beneficiary (COBRA). See **Eligibility and Effective Dates** and **Continuation of Coverage Option (COBRA)** sections for further information.

NOTE: In enrolling an individual as a Covered Person or in determining or making benefit payments to or on behalf of a Covered Person, the eligibility of the individual for state Medicaid benefits will not be taken into account.

**Dentist** - An individual who is duly licensed to practice dentistry or perform oral surgery in the state where the dental service is performed and who is operating within the scope of his license. A physician (M.D.) will be considered to be a Dentist when he performs any dental services within the operating scope of his license.

**Dependent** - see **Eligibility and Effective Dates** section

**Eligible Expense(s)** - Expense which is (1) covered by a specific benefit provision of the Benefit Document and (2) incurred while the person is covered by the Benefit Document.

**Employee** - see **Eligibility and Effective Dates** section

**Employer** - An Employer participating in the Plan.

**Fiduciary** - A Fiduciary of the Plan has binding power to make decisions regarding Plan policies, interpretations, practices or procedures. A Fiduciary will thus include, but not be limited to, the Plan Administrator, officers and directors of the Plan Sponsor, investment committee members and Plan trustees, if any.

**Participating Employer** - An Employer who is participating in the coverages of the Plan. See **General Plan Information** section for the identity of the Participating Employer(s).

**Plan** - The plan of employee welfare benefits provided by the Plan Sponsor. The name of the Plan is shown in the **General Plan Information** section.

**Plan Administrator** - see "Plan Sponsor"

**Plan Document** - A formal written document that describes the Plan and the rights and responsibilities of the Plan Sponsor with regard to the Plan, including any amendments.

**Plan Sponsor** - The entity sponsoring this Plan. The Plan Sponsor may also be referred to as the Plan Administrator. See **General Plan Information** section for further information.

**Usual, Customary and Reasonable** - A charge made by a provider which does not exceed the general level of charges made by other providers in the area or community who have similar experience and training for the treatment of dental conditions comparable in severity and nature to the dental condition being treated. The term "area" as it would apply to any particular service, medicine, or supply means a county or such greater area as is necessary to obtain a representative cross section of the level of charges.

## GENERAL PLAN INFORMATION

<b>Name of Plan:</b>	<b>County of Mono Employee Dental Plan</b>
<b>Plan Sponsor / Plan Administrator:</b> Address:	<b>County of Mono</b> Court House Annex #2 Bryant Street Bridgeport, CA 93517 (619) 932-5212
Business Phone Number:	
<b>Participating Employer(s):</b>	<b>County of Mono, Bridgeport, CA</b> <b>County of Mono, Mammoth Lakes, CA</b>
<b>Named Fiduciary:</b> Address:	<b>County of Mono</b> Court House Annex #2 Bryant Street Bridgeport, CA 93517
(See also definition of "Fiduciary")	
<b>Designated Legal Agent:</b> Address:	<b>County of Mono</b> Court House Annex #2 Bryant Street Bridgeport, CA 93517
(Legal process may be served upon the Plan Sponsor or a Fiduciary)	
<b>Type of Plan:</b>	<b>This is an employee welfare benefit plan providing group dental benefits</b>
<b>Plan Benefits Described Herein:</b>	<b>Self-Funded Dental Benefits</b>
<b>Type of Administration:</b>	<b>Contract Administration</b> (see "Administrative Provisions" for additional information)
<b>Applicable Collective Bargaining Agreement(s)</b>	<b>None</b>
<b>Contract Administrator:</b> Address:	<b>Ogden Benefits Administration</b> 8228 Mayfield Rd., Ste. 5B Chesterland, OH 44026

## FUNDING - SOURCES AND USES

### Employee & Employer Obligations

Plan benefits are paid from the general assets of the Plan Sponsor. Any amounts to be paid by active Employees are handled through a Section 125 pre-tax premium plan.

See the **COBRA Continuation Coverage** section for more information.

### Taxes

Any premium or other taxes which may be imposed by any state or other taxing authority and which are applicable to the coverages of the Plan will be paid by the Plan Sponsor.

## ADMINISTRATIVE PROVISIONS

### Administration

Certain benefits of the Plan are administered by Contract Administrator(s) under the terms and conditions of administration agreement(s) between the Plan Sponsor and Contract Administrator(s).

### Amendment or Termination of the Plan

The Plan Sponsor expects the Plan to be permanent, but since future conditions affecting the Plan Sponsor or Employer(s) cannot be anticipated or foreseen, the Plan Sponsor must necessarily and does hereby reserve the right:

- to determine eligibility for benefits or to construe the terms of the Plan;
- to alter or postpone the method of payment of any benefit; and
- to amend any provision of these administrative provisions; and
- to make any modifications or amendments to the Plan as are necessary or appropriate to qualify or maintain the Plan as a plan meeting the requirements of applicable sections of the Internal Revenue Code; and
- to terminate, suspend, withdraw, amend or modify the Plan in whole or in part at any time and on a retroactive basis, if necessary.

NOTE: Any modification, amendment or termination action will be done in writing, and by resolution of a majority of the Plan Sponsor's board of directors, or by written amendment which is signed by at least one Fiduciary of the Plan.

### Anticipation, Alienation, Sale or Transfer

Except for assignments to providers of service (see **Claims Procedures** section), no benefit payable under the provisions of the Plan will be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge will be void; nor will such benefit be in any manner liable for or subject to the debts, contracts, liabilities, engagements, or torts of, or claims against, any Employee, covered Dependent or beneficiary, including claims of creditors, claims for alimony or support, and any like or unlike claims.

### Clerical Error

Clerical error by the Employer or Plan Sponsor will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated.

### Facility of Payment

Every person receiving or claiming benefits under the Plan will be presumed to be mentally and physically competent and of age. However, in the event the Plan determines that the Employee is incompetent or incapable of executing a valid receipt and no guardian has been appointed, or in the event the Employee has not provided the Plan with an address at which he can be located for payment, the Plan may, during the lifetime of the Employee, pay any amount otherwise payable to the Employee, to the husband or wife or relative by blood of the Employee, or to any other person or institution determined by the Plan to be equitably entitled thereto; or in the case of the death of the Employee before all amounts payable have been paid, the Plan may pay any such amount to one or more of the following surviving relatives of the Employee: lawful spouse, child or children, mother, father, brothers, or sisters, or the Employee's estate, as the Plan Sponsor in its sole discretion may designate. Any payment in accordance with this provision will discharge the obligation of the Plan.

If a guardian, conservator or other person legally vested with the care of the estate of any person receiving or claiming benefits under the Plan is appointed by a court of competent jurisdiction, payments will be made to such guardian or conservator or other person, provided that proper proof of appointment is furnished in a form and manner suitable to the Fiduciaries. To the extent permitted by law, any such payment so made will be a complete discharge of any liability therefore under the Plan.

**Fiduciary Responsibility, Authority and Discretion**

Fiduciaries will discharge their duties under the Plan solely in the interest of the Employees and their beneficiaries and for the exclusive purpose of providing benefits to Employees and their beneficiaries and defraying the reasonable expenses of administering the Plan.

The Fiduciaries will administer the Plan and will have the authority to exercise the powers and discretion conferred on them by the Plan and will have such other powers and authorities necessary or proper for the administration of the Plan as may be determined from time to time by the Plan Sponsor.

In carrying out their responsibilities under the Plan, Fiduciaries will have discretionary authority to interpret the terms of the Plan and Benefit Document and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority will be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

The Fiduciaries may employ such agents, attorneys, accountants, investment advisors or other persons (who also may be employed by the Employer) or third parties (such as, but not limited to provider networks or utilization management organizations) as in their opinion may be desirable for the administration of the Plan, and may pay any such person or third party reasonable compensation. The Fiduciaries may delegate to any agent, attorney, accountant or other person or third party selected by them, any power or duty vested in, imposed upon, or granted to them by the Plan. However, the Fiduciaries will not be liable for acts or omissions of any agent, attorney, accountant or other person or third party except to the extent that the appointing Fiduciaries violated their own general fiduciary duties in: (1) establishing or implementing the Plan procedures for allocation or delegation, (2) allocating or delegating the responsibility, or (3) continuing the allocation or delegation.

**Force Majeure**

Should the performance of any act required by the Plan be prevented or delayed by reason of any act of nature, strike, lock-out, labor troubles, restrictive governmental laws or regulations, or any other cause beyond a party's control, the time for the performance of the act will be extended for a period equivalent to the period of delay, and non-performance of the act during the period of delay will be excused. In such an event, however, all parties will use reasonable efforts to perform their respective obligations under the Plan.

**Gender and Number**

Except when otherwise indicated by the context, any masculine terminology will also include the feminine (and vice-versa) and any term in the singular will also include the plural (and vice-versa).

**Illegality of Particular Provision**

The illegality of any particular provision of the Benefit Document will not affect the other provisions, but the Benefit Document will be construed in all respects as if such invalid provision were omitted.

**Indemnification**

To the extent permitted by law, Employees of the Employer, the Fiduciaries, and all agents and representatives of the Fiduciaries will be indemnified by the Plan Sponsor and saved harmless against any claims and conduct relating to the administration of the Plan except claims arising from gross negligence, willful neglect, or willful misconduct. The Plan Sponsor reserves the right to select and approve counsel and also the right to take the lead in any action in which it may be liable as an indemnitor.

**Legal Actions**

No Employee, Dependent or other beneficiary will have any right or claim to benefits from the Plan, except as specified herein. Any dispute as to benefits under this Plan will be resolved by the Plan Sponsor under and pursuant to the Plan documents. No action may be brought for benefits provided by the Plan or an amendment or modification thereof, or to enforce any right thereunder, until after the claim has been submitted to and determined by the Plan and then action may only be brought within one year after the date of such decision.

**Loss of Benefits**

The following circumstances may result in disqualification, ineligibility or denial, loss, forfeiture, suspension, offset, reduction or recovery of any benefit that a Plan participant or beneficiary might otherwise reasonably expect the Plan to provide based on the description of benefits:



- an employee's cessation of active service for the employer;
- a Plan participant's failure to pay his share of the cost of coverage, if any, in a timely manner;
- a dependent ceases to meet the Plan's eligibility requirements (e.g., a child reaches a maximum age limit or a spouse divorces);
- a claim for benefits is not filed within the time limits of the Plan.

**Material Modification**

In the case of any modification or change to the Plan that is a "material reduction in covered services or benefits," Plan participants and beneficiaries are to be furnished a summary of the change not later than sixty (60) days after the adoption of the change. This does not apply if the Plan Sponsor provides summaries of modifications or changes at regular intervals of not more than ninety (90) days. "Material modifications" are those which would be construed by the average Plan participant as being "important" reductions in coverage. Such reductions are outlined by the Department of Labor in Section 2520.104b-3(d)(3) of the regulations.

**Misstatement / Misrepresentation**

If the marital status, Dependent status or age of a Covered Person has been misstated or misrepresented in an enrollment form and if the amount of the contribution required with respect to such Covered Person is based on such criteria, an adjustment of the required contribution will be made based on the Covered Person's true status.

If marital status, Dependent status or age is a factor in determining eligibility or the amount of a benefit and there has been a misstatement of such status with regard to an individual in an enrollment form or claims filing, his eligibility, benefits or both, will be adjusted to reflect his true status.

A misstatement of marital status, Dependent status or age will void coverage not validly in force and will neither continue coverage otherwise validly terminated nor terminate coverage otherwise validly in force. The Plan will make any necessary adjustments in contributions, benefits or eligibility as soon as possible after discovery of the misstatement or misrepresentation. The Plan will also be entitled to recover any excess benefits paid or receive any shortage in contributions required due to such misstatement or misrepresentation.

**Misuse of Identification Card**

If an Employee or covered Dependent permits any person who is not a covered member of the family unit to use any identification card issued, the Plan Sponsor may give Employee written notice that his (and his family's) coverage will be terminated at the end of thirty-one (31) days from the date written notice is given.

**Non-Discrimination Due to Health Status**

An individual will not be prevented from becoming covered under the Plan due to a health status-related factor. A "health status-related factor" means any of the following:

- a medical condition (whether physical or mental and including conditions arising out of acts of domestic violence)
- claims experience
- receipt of health care
- medical history
- evidence of insurability
- disability
- genetic information

**Privacy Rules & Security Standards & Intent to Comply**

The Plan Sponsor certifies that the Plan is amended (by separate addendum) to comply with the Standards for Privacy of Individually Identifiable Health Information (i.e., the "Privacy Rules") of the Health Insurance Portability and Accountability Act (HIPAA). The Plan Sponsor also certifies that the Plan is amended to comply with HIPAA Security Standards with respect to electronic Protected Health Information.

The Plan and the Plan Sponsor will not intimidate or retaliate against employees who file complaints with regard to their privacy, and employees will not be required to give up their privacy rights in order to enroll or have benefits.

**Reimbursements**

Whenever any benefit payments which should have been made under the Plan have been made by another party, the Plan Sponsor and the Contract Administrator will be authorized to pay such benefits to the other party; provided, however, that the amounts so paid will be deemed to be benefit payments under the Plan, and the Plan will be fully discharged from liability for such payments to the full extent thereof.

**Right of Recovery**

Whenever any benefit payments have been made by the Plan in excess of the maximum amount required under the terms of the Benefit Document, the Plan will have the right to recover all such excess amounts from any persons, insurance companies or other payees, and the Employee or Dependent will make a good faith attempt to assist the Contract Administrator in such recovery.

The Plan Sponsor may, in its sole discretion, pay benefits for care or services pending a determination of whether or not such care or services are covered hereunder. Such payment will not affect or waive any exclusion, and to the extent benefits for such care or services have been provided, the Plan will be entitled to recoup and recover the amount paid therefore from the Covered Person or the provider of service in the event it is determined that such care or services are not covered hereunder. The Covered Person (parent, if a minor) will execute and deliver to the Plan all assignments and other documents necessary or useful to the Plan Sponsor or Contract Administrator for the purpose of enforcing the Plan's rights under this provision.

**Rights Against the Plan Sponsor or Employer**

Except for those rights expressly granted under ERISA §502, neither the establishment of the Plan, nor any modification thereof, nor any distributions hereunder, will be construed as giving to any Employee or any person any legal or equitable rights against the Plan Sponsor, its shareholders, directors, or officers, or as giving any person the right to be retained in the employ of the Employer.

**Titles or Headings**

Where titles or headings precede explanatory text throughout the Benefit Document, such titles or headings are intended for reference only. They are not intended and will not be construed to be a substantive part of the Benefit Document and will not affect the validity, construction or effect of the Benefit Document provisions.

**Type of Plan**

This Plan is a self-funded nonfederal governmental group health plan that, for the most part, is exempt from the requirements of the Employee Retirement Income Security Act (ERISA).

This is also a limited scope dental plan and is excepted from the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as that act applies to health status discrimination in eligibility.

**Workers' Compensation**

The benefits provided by the Plan are not in lieu of and do not affect any requirement for coverage by Workers' Compensation Insurance laws or similar legislation.

## COBRA CONTINUATION COVERAGE

In order to comply with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Plan includes a continuation of coverage option, that is available to certain Covered Persons whose health care coverage(s) under the Plan would otherwise terminate. This provision is intended to comply with that law but it is only a summary of the major features of the law. In any individual situation, the law and its clarifications and intent will prevail over this summary.

**Definitions** - When capitalized in this COBRA section, the following items will have the meanings shown below:

Qualified Beneficiary - An individual who, on the day before a Qualifying Event, is covered under the Plan by virtue of being either a covered Employee, or the covered Dependent spouse or child of a covered Employee.

Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage. Such child has the right to immediately elect, under the COBRA continuation coverage the covered Employee has at the time of the child's birth or placement for adoption, the same coverage that a Dependent child of an active Employee would receive. The Employee's Qualifying Event date and resultant continuation coverage period also apply to the child.

An individual who is not covered under the Plan on the day before a Qualifying Event because he was denied Plan coverage or was not offered Plan coverage and such denial or failure to offer constitutes a violation of applicable law. The individual will be considered to have had the Plan coverage and will be a "Qualified Beneficiary" if that individual experiences a Qualifying Event.

Exception: An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which he was a nonresident alien who received no earned income from the Employer that constituted income from sources within the United States. If such an Employee is not a Qualified Beneficiary, then a spouse or Dependent child of the Employee is not a Qualified Beneficiary by virtue of the relationship to the Employee.

NOTE: COBRA Continuation Coverage rights do not apply to a same-sex domestic partner as defined by the law, or to any child of such a partner.

Qualifying Event - Any of the following events that would result in the loss of health coverage under the Plan in the absence of COBRA continuation coverage:

voluntary or involuntary termination of Employee's employment for any reason other than Employee's gross misconduct;

reduction in an Employee's hours of employment to non-eligible status. In this regard, a Qualifying Event occurs whether or not Employee actually works and may include absence from work due to a disability, temporary layoff or leave of absence where Plan coverage terminates but termination of employment does not occur. If a covered Employee is on FMLA unpaid leave, a Qualifying Event occurs at the time the Employee fails to return to work at the expiration of the leave, even if the Employee fails to pay his portion of the cost of Plan coverage during the FMLA leave;

for an Employee's spouse or child, Employee's entitlement to Medicare. For COBRA purposes, "entitlement" means that the Medicare enrollment process has been completed with the Social Security Administration and the Employee has been notified that his or her Medicare coverage is in effect;

for an Employee's spouse or child, the divorce or legal separation of the Employee and spouse;

for an Employee's spouse or child, the death of the covered Employee;

for an Employee's child, the child's loss of Dependent status (e.g., a Dependent child reaching the maximum age limit).

NonCOBRA Beneficiary - An individual who is covered under the Plan on an "active" basis (i.e., an individual to whom a Qualifying Event has not occurred).

## *COBRA CONTINUATION COVERAGE, continued*

**Notice Responsibilities** - If the Employer is the Plan Administrator and if the Qualifying Event is Employee's termination/reduction in hours, death, or Medicare entitlement, then the Plan Administrator must provide Qualified Beneficiaries with notification of their COBRA continuation coverage rights, or the unavailability of COBRA rights, within 44 days of the event. If the Employer is not the Plan Administrator, then the Employer's notification to the Plan Administrator must occur within 30 days of the Qualifying Event and the Plan Administrator must provide Qualified Beneficiaries with their COBRA rights notice within 14 days thereafter. Notice to Qualified Beneficiaries must be provided in person or by first-class mail.

If COBRA continuation coverage terminates early (e.g., the Employer ceases to provide any group health coverage, a Qualified Beneficiary fails to pay a required premium in a timely manner, or a Qualified Beneficiary becomes entitled to Medicare after the date of the COBRA election), the Plan Administrator must provide the Qualified Beneficiary(ies) with notification of such early termination. Notice must include the reason for early termination, the date of termination and any right to alternative or conversion coverage. The early termination notice(s) must be sent as soon as practicable after the decision that coverage should be terminated.

Each Qualified Beneficiary, including a child who is born to or placed for adoption with an Employee during a period of COBRA continuation coverage, has a separate right to receive a written election notice when a Qualifying Event has occurred that permits him to exercise coverage continuation rights under COBRA. However, where more than one Qualified Beneficiary resides at the same address, the notification requirement will be met with regard to all such Qualified Beneficiaries if one election notice is sent to that address, by first-class mail, with clear identification of those beneficiaries who have separate and independent rights to COBRA continuation coverage.

In the following instances, the Employee or Qualified Beneficiary is required to provide notice to the Plan: (1) when the Qualifying Event is divorce or separation or a child losing dependent status, (2) when a second Qualifying Event occurs after a Qualified Beneficiary has become entitled to COBRA with a maximum duration of 18 or 29 months, or (3) when a Qualified Beneficiary entitled to COBRA for a maximum of 18 months has been determined by the Social Security Administration to be disabled during the first 60 days of COBRA coverage or when any such individual has been determined by the Social Security Administration to no longer be disabled.

In the case of a divorce, legal separation or a child losing dependent status, Notice must be delivered within 60 days from the later of: (1) the date of the Qualifying Event, (2) the date health plan coverage is lost due to the event, or (3) the date the Qualified Beneficiary is notified of the obligation to provide Notice through the Summary Plan Description or the Plan Sponsor's General COBRA Notice. If Notice is not received within the 60-day period, **COBRA Continuation Coverage** will not be available.

If an Employee or Qualified Beneficiary is determined to be disabled under the Social Security Act, Notice must be delivered within 60 days from the later of: (1) the date of the determination, (2) the date of the Qualifying event, (3) the date coverage is lost as a result of the Qualifying Event, or (4) the date the covered Employee or Qualified Beneficiary is advised of the Notice obligation through the SPD or the Plan Sponsor's General COBRA Notice. Notice must be provided within the 18-month COBRA coverage period. Any such Qualified Beneficiary must also provide Notice within 30 days of the date he is subsequently determined by the Social Security Administration to no longer be disabled.

**Election and Election Period** - COBRA continuation coverage may be elected during the period beginning on the date Plan coverage would otherwise terminate due to a Qualifying Event and ending on the later of the following: (1) 60 days after coverage ends due to a Qualifying Event, or (2) 60 days after the notice of the COBRA continuation coverage rights is provided to the Qualified Beneficiary. Failure to make a COBRA election within the 60-day period will result in the inability to elect COBRA continuation coverage. See NOTE.

If the COBRA election of a covered Employee or spouse does not specify "self-only" coverage, the election is deemed to include an election on behalf of all other Qualified Beneficiaries with respect to the Qualifying Event. However, each Qualified Beneficiary who would otherwise lose coverage is entitled to choose COBRA continuation coverage, even if others in the same family have declined. A parent or legal guardian may elect or decline for minor Dependent children.

An election of an incapacitated or deceased Qualified Beneficiary can be made by the legal representative of the Qualifying Beneficiary or the Qualified Beneficiary's estate, as determined under applicable state law, or by the spouse of the Qualified Beneficiary.

## *COBRA CONTINUATION COVERAGE, continued*

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage rights, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver will be an election of COBRA continuation coverage. However, if a waiver is revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered to be made on the date they are sent to the Employer or Plan Administrator.

Open enrollment rights that allow NonCOBRA Beneficiaries to choose among any available coverage options are also applicable to each Qualified Beneficiary. Similarly, the "special enrollment rights" of the Health Insurance Portability and Accountability Act (HIPAA) extend to Qualified Beneficiaries. However, if a former Qualified Beneficiary did not elect COBRA, he does not have special enrollment rights, even though active Employees not participating in the Plan have such rights under HIPAA.

The Plan is required to make a complete response to any inquiry from a healthcare provider regarding a Qualified Beneficiary's right to coverage during the election period.

**Effective Date of Coverage** - COBRA continuation coverage, if elected within the period allowed for such election, is effective retroactively to the date coverage would otherwise have terminated due to the Qualifying Event, and the Qualified Beneficiary will be charged for coverage in this retroactive period.

See "Election and Election Period" for an exception to the above when a Qualified Beneficiary initially waives COBRA continuation coverage and then revokes his waiver. In that instance, COBRA continuation coverage is effective on the date the waiver is revoked.

**Level of Benefits** - COBRA continuation coverage will be equivalent to coverage provided to similarly situated NonCOBRA Beneficiaries to whom a Qualifying Event has not occurred. If coverage is modified for similarly situated NonCOBRA Beneficiaries, the same modification will apply to Qualified Beneficiaries.

If the Plan includes a deductible requirement, a Qualified Beneficiary's deductible amount at the beginning of the COBRA continuation period must be equal to his deductible amount immediately before that date. If the deductible is computed on a family basis, only the expenses of those family members electing COBRA continuation coverage are carried forward to the COBRA continuation coverage. If more than one family unit results from a Qualifying Event, the family deductibles are computed separately based on the members in each unit. Other Plan limits are treated in the same manner as deductibles.

If a Qualified Beneficiary is participating in a region-specific health plan that will not be available if the Qualified Beneficiary relocates, any other coverage that the Plan Sponsor makes available to active Employees and that provides service in the relocation area must be offered to the Qualified Beneficiary.

**Cost of Continuation Coverage** - The cost of COBRA continuation coverage is fixed in advance for a 12-month determination period and will not exceed 102% of the Plan's full cost of coverage during the period for similarly situated NonCOBRA Beneficiaries to whom a Qualifying Event has not occurred. The "full cost" includes any part of the cost that is paid by the Employer for NonCOBRA Beneficiaries. Qualified Beneficiaries will be charged 150% of the full cost for the 11-month disability extension period if the disabled person is among those extending coverage.

The initial "premium" (cost of coverage) payment must be made within 45 days after the date of the COBRA election by the Qualified Beneficiary. If payment is not made within such time period, the COBRA election is null and void. The initial premium payment must cover the period of coverage from the date of the COBRA election retroactive to the date of loss of coverage due to the Qualifying Event (or the date a COBRA waiver was revoked, if applicable). Contributions for successive periods of coverage are due on the first of each month thereafter, with a 30-day grace period allowed for payment. Payment is considered to be made on the date it is sent to the Plan or Plan Sponsor.

The Plan must allow the payment for COBRA continuation coverage to be made in monthly installments but the Plan is also permitted to allow for payment at other intervals. The Plan is not obligated to send monthly premium notices.

## COBRA CONTINUATION COVERAGE, *continued*

The cost of COBRA continuation coverage can only increase during the Plan's 12-month determination period if:

the cost previously charged was less than the maximum permitted by law;

the increase occurs due to a disability extension (i.e., the 11-month disability extension) and does not exceed the maximum permitted by law which is 150% of the Plan's full cost of coverage if the disabled person is among those extending coverage; or

the Qualified Beneficiary changes his coverage option(s) which results in a different coverage cost.

Timely payments that are less than the required amount but are not significantly less (an "insignificant shortfall") will be deemed to satisfy the Plan's payment requirement. The Plan may notify the Qualified Beneficiary of the deficiency but must grant a reasonable period of time (at least 30 days) to make full payment. A payment will be considered an "insignificant shortfall" if it is not greater than \$50 or 10% of the required amount, whichever is less.

If premiums are not paid by the first day of the period of coverage, the Plan has the option to cancel coverage until payment is received and then reinstate the coverage retroactively to the beginning of the period of coverage.

NOTES: For Qualified Beneficiaries who reside in a state with a health insurance premium payment program, the State may pay the cost of COBRA coverage for a Qualified Beneficiary who is eligible for health care benefits from the State through a program for the medically-indigent or due to a certain disability. The Employer's personnel offices should be contacted for additional information.

**Maximum Coverage Periods** - The maximum coverage periods for COBRA continuation coverage are based on the type of Qualifying Event and the status of the Qualified Beneficiary and are as follows:

if the Qualifying Event is a termination of employment or reduction of hours of employment, the maximum coverage period is 18 months after the Qualifying Event. With a disability extension (see "Disability Extension" information below), the 18 months is extended to 29 months;

if the Qualifying Event occurs to a Dependent due to Employee's enrollment in the Medicare program before the Employee himself experiences a Qualifying Event, the maximum coverage period for the Dependent is 36 months from the date the Employee is enrolled in Medicare;

for any other Qualifying Event, the maximum coverage period ends 36 months after the Qualifying Event.

If a Qualifying Event occurs that provides an 18-month or 29-month maximum coverage period and is followed by a second Qualifying Event that allows a 36-month maximum coverage period, the original period will be expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of both Qualifying Events. Thus, a termination of employment following a Qualifying Event that is a reduction of hours of employment will not expand the maximum COBRA continuation period. In no circumstance can the COBRA maximum coverage period be more than 36 months after the date of the first Qualifying Event.

COBRA entitlement runs concurrently with continuation of coverage under The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) - USERRA does not extend the maximum period of COBRA coverage. If coverage is continued under USERRA, the equivalent number of months of COBRA entitlement will be exhausted.

**Disability Extension** - An 11-month disability extension (an extension from a maximum 18 months of COBRA continuation coverage to a maximum 29 months) will be granted if a Qualified Beneficiary is determined under Title II or XVI of the Social Security Act to have been disabled at the time of the Qualifying Event or at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Plan Administrator must be provided with notice of the Social Security Administration's disability determination date that falls within the allowable periods described. The notice must be provided within 60 days of the disability determination and prior to expiration of the initial 18-month COBRA continuation coverage period. The disabled Qualified Beneficiary or any Qualified Beneficiaries in his or her family may notify the Plan Administrator of the determination. The Plan must also be notified if the Qualified Beneficiary is later determined by Social Security to be no longer disabled.

*COBRA CONTINUATION COVERAGE, continued*

If an individual who is eligible for the 11-month disability extension also has family members who are entitled to COBRA continuation coverage, those family members are also entitled to the 29-month COBRA continuation coverage period. This applies even if the disabled person does not elect the extension himself.

**Termination of Continuation Coverage** - Except for an initial interruption of Plan coverage in connection with a waiver (see "Election and Election Period" above), COBRA continuation coverage that has been elected by or for a Qualified Beneficiary will extend for the period beginning on the date of the Qualifying Event and ending on the earliest of the following dates:

the last day of the applicable maximum coverage period - see "Maximum Coverage Periods" above;

the date on which the Employer ceases to provide any group health plan to any Employee;

the date, after the date of the COBRA election, that the Qualified Beneficiary first becomes covered under any other plan that does not contain any exclusion or limitation with respect to any preexisting condition that would reduce or exclude benefits for such condition in the Qualified Beneficiary;

the date, after the date of the COBRA election, that the Qualified Beneficiary becomes entitled to Medicare benefits. For COBRA purposes, "entitled" means that the Medicare enrollment process has been completed with the Social Security Administration and the individual has been notified that his or her Medicare coverage is in effect;

in the case of a Qualified Beneficiary entitled to a disability extension, the later of:

29 months after the date of the Qualifying Event, or the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or

the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension;

the end of the last period for which the cost of continuation coverage is paid, if payment is not received in a timely manner (i.e., coverage may be terminated if the Qualified Beneficiary is more than 30 days delinquent in paying the applicable premium). The Plan is required to make a complete response to any inquiry from a healthcare provider regarding a Qualified Beneficiary's right to coverage during any period the Plan has not received payment.

The Plan Sponsor can terminate, for cause, the coverage of any Qualified Beneficiary on the same basis that the Plan may terminate the coverage of similarly-situated NonCOBRA Beneficiaries for cause (e.g., for the submission of a fraudulent claim).

If an individual is receiving COBRA continuation coverage solely because of the person's relationship to a Qualified Beneficiary (i.e., a newborn or adopted child acquired during an Employee's COBRA coverage period), the Plan's obligation to make COBRA continuation coverage available will cease when the Plan is no longer obligated to make COBRA continuation coverage available to the Qualified Beneficiary.

## ADOPTION OF THE DOCUMENT

### **Adoption**

The Plan Sponsor hereby adopts this document on the date shown below.

This document replaces any and all prior statements of the Plan benefits that are described herein and in that respect this document is adopted as the Benefit Document.

This document is also intended to serve as the Plan Document of the County of Mono Employee Dental Plan.

### **Conformity with Law**

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform to such law.

### **Participating Employers**

Employers participating in this Plan are as stated in the section entitled **General Plan Information**.

The Plan Sponsor may act for and on behalf of any and all of the Participating Employers in all matters pertaining to the Plan, and every act, agreement, or notice by the Plan Sponsor will be binding on all such Employers.

### **Restatement / Replacement of Benefits**

This document replaces prior benefits offered by the Plan Sponsor but this is not a new Plan. Except to the extent benefits are expressly added, removed or modified, any benefits provided with respect to covered persons under the prior benefits will be deemed to be benefits provided hereunder for a person who is eligible as an active enrollee or a COBRA enrollee under the document on its effective date. Any contiguous periods a person was covered under the benefits replaced by this document will be deemed to be time covered hereunder.

### **Acceptance of the Document**

IN WITNESS WHEREOF, the Plan Sponsor has caused this instrument to be executed, effective as of July 1, 2006.

#### **County of Mono**

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

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

WITNESS:

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

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







Adopted: October 26, 2009

## **MEMORANDUM OF UNDERSTANDING DENTAL PROGRAM**

This Memorandum of Understanding (hereinafter "Memorandum") is entered into by and between the CSAC Excess Insurance Authority (hereafter "Authority") and the participating entities (hereafter Members) that are signatories to this Memorandum.

1. **CREATION OF THE PROGRAM.** There is hereby created by this Memorandum the Dental Program (hereafter "Program").
2. **JOINT POWERS AGREEMENT.** Except as otherwise provided herein, all terms used shall be as defined in Article 1 of the Joint Powers Agreement Creating the CSAC Excess Insurance Authority (hereafter "Agreement"), and all other provisions of the Agreement not in conflict with this Memorandum shall apply.
3. **PURPOSE.** The Program is formed for the purpose of establishing a self-insured pool and group purchase pool for administrative services related to the Program.
4. **GOVERNING COMMITTEE.** The EIA Employee Benefits Committee (hereafter "Committee") shall have full authority to determine all matters affecting the Program and its members, including, but not limited to, approval of new members, and premium/rate setting. A majority of members of the Committee must be members of the Program.

A majority of the members of the Committee shall constitute a quorum for the transaction of business. All actions of the Committee shall require the affirmative vote of a majority of the members of the Committee.

Except as otherwise provided herein, the Committee shall be authorized to do such acts as are reasonably necessary to further the purposes of this Memorandum and implement its provisions.

The Committee when necessary to fulfill the purposes of this Memorandum, shall meet on the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of the Authority (hereinafter referred to as the "Bylaws").

Any meeting of the Committee shall be subject to the applicable provisions of Government Code §54950 et seq., commonly known as the "Brown Act."

5. **PREMIUM.** Initial premiums upon entry into the Program for both Pool members and Self-Insured Members shall be established by Delta Dental of California (hereafter "Delta Dental") in consultation with the Committee, actuaries and/or other consultants.
6. **MEMBERSHIP.** Membership in the Program consists of either of the following:
  - a. A "Pool Member" is defined as a Member who joins the Program and is part of the self-insured pooled Program, or
  - b. A "Self-Insured Member" is defined as a member who participates in the group purchase Program for administrative services and is fully responsible for their own dental Program.
7. **MINIMUM PARTICIPATION LEVEL.** The Committee shall establish a minimum participation level in order for the Program to become effective. The Memorandum shall not be binding upon any Member unless the minimum level of participation is reached to begin the Program. This Memorandum shall remain in force should the participation level subsequently fall below the minimum established by the Committee.
8. **PROGRAM PARTICIPATION.** Adoption of this Memorandum by a Member allows for participation in the Program. Participation in the Program may be in either the Self-Insured Pool or the Group Purchase Pool. A Member shall be entitled to participate in the Program until it has withdrawn in accordance with the provisions of paragraph 17 of this Memorandum.
9. **RENEWALS.** Renewal rate action will be determined by the Committee with assistance from Delta Dental, actuarial or other consultants for the Pool Members. The renewal action for the Self-Insured Member will be determined by the Member in conjunction with assistance from Delta Dental, actuaries and/or other consultants. Pool Members that have Legacy Premium Stabilization Funds (see paragraph 11.a.) may use those funds to offset renewal rate increases.
10. **BILLINGS AND LATE PAYMENTS.** Billing dates, payment due dates, and any late fees and/or penalties will be set by the Committee. All Members will receive separate notification of any changes in due dates and/or penalty fees at least 30 days prior to effective date of any such change.

Notwithstanding any other provisions to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Committee,

- any Member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.
11. **PREMIUM STABILIZATION FUNDS.** Premium Stabilization Funds as set forth apply only to Pool MEMBERS.
    - a. Legacy Premium Stabilization Fund. Current Delta Dental Member who are fully insured with Delta Dental are required to have their stabilization funds (if any) transferred to the EIA upon entry into the Program. These funds will be accounted for individually for the Member's use. If the Member leaves the Program with a fund balance remaining, those funds remain in the Program and the Member has no equity rights to those funds.
    - b. Program Premium Stabilization Fund. The Program Stabilization Fund shall consist of accumulated excess reserves (in excess of the required Incurred But Not Reported (IBNR) and margin requirements) generated by the Program with all years combined on a go forward basis. The Committee shall have authority to determine the use of these funds. These funds are not Member specific and they are separate from the Legacy Premium Stabilization Funds
  12. **STABILIZATION INTEREST.** Interest generated by both premium stabilization funds are available for the Committee to use for any purpose, including administrative fees, rate offsets, or claim payments.
  13. **DIVIDENDS AND ASSESSMENTS (Applicable to Pool Members Only).** Should the Program not be adequately funded for any reason, pro-rata assessments to the Members may be utilized to ensure the approved funding level for applicable policy periods. Any assessments, which are deemed necessary to ensure approved funding levels, shall be made upon the approval of the Committee in accordance with the following:
    - a. Any dividends or assessments shall be based upon the preceding three years of percent of contribution for losses for Pooled Members only.
    - b. Self-Insured Members shall not be eligible for dividends or assessments.
  14. **APPROVAL OF NEW MEMBERS – APPLICATION TO THE PROGRAM.** Any public entity wishing to become a Member of the Program shall make application

to and be approved by a majority vote of the Committee in a manner prescribed by them. The Committee shall develop specific criteria for accepting new members.

15. **COVERAGE DOCUMENTS.** Coverage documents shall be issued by Delta Dental to each individual Member and Delta Dental shall determine coverage for each Member in the Program. Coverage shall be governed in accordance with these documents. Any changes to the benefits are as determined by the Member subject to Delta Dental, Committee, actuarial, and/or other consultants pricing requirements.
16. **CLAIMS ADMINISTRATION.** The Committee shall authorize the retention of the services of Delta Dental to provide claims services for the Program.
17. **WITHDRAWAL.** Withdrawal of a Member from the Program shall be as follows:
  - a. Pool Member. After becoming a participant in the Program a Pool Member may withdraw from the Program at the end of a policy year only if it provides the AUTHORITY with sixty (60) days written notice prior to the end of the policy year.
  - b. Self-Insured Member. After becoming a participant in the Program a Self Insured Member may withdraw from the Program at the end of their specific policy year period by giving the Authority sixty (60) days written notice prior to the end of their specific policy year period.
18. **LIASION WITH THE AUTHORITY.** Each Member shall maintain staff to act as liaison with the Authority and Delta Dental and between the Member and the Authority's and Delta Dental's designated representative
19. **DISPUTES.** The Committee shall first determine any question or dispute with respect to the rights and obligations of the parties to this Memorandum, however, all final determinations shall be in accordance with Article 31 of the AGREEMENT.
20. **ADMINISTRATION COSTS.** The Authority shall be entitled to assess annual administration costs associated with the Program. Administrative costs for the Program shall be determined through the Authority's budget process. The source of the funds for the Program will be administrative charges, interest earnings or a combination of both.

21. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.
22. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
23. **AMENDMENT OF MEMORANDUM.** This Memorandum may be amended by a majority vote of the Committee and signature on the Memorandum by the Member's designated representative, or alternate who shall have authority to execute this Memorandum.
24. **EFFECTIVE DATE.** This Memorandum shall become effective on the first effective date of coverage for the Member and upon approval by the Committee and the signing of this agreement by the Members and Chief Executive Officer of the Authority.
25. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned have executed the Memorandum as of the date set forth below.

Dated: October 26, 2009

  
\_\_\_\_\_  
CSAC Excess Insurance Authority  
Michael D. Fleming, Chief Executive Officer

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

Name \_\_\_\_\_

Member Entity \_\_\_\_\_



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**TIME REQUIRED**

**SUBJECT**

Tulare County Board of Supervisors  
Regarding Water Bond

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Letter dated April 7, 2014 from the Tulare County Board of Supervisors requesting our county's participation in signing a legislative letter in support of the development of a balanced 2014 Water Bond.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Tulare County BOs](#)

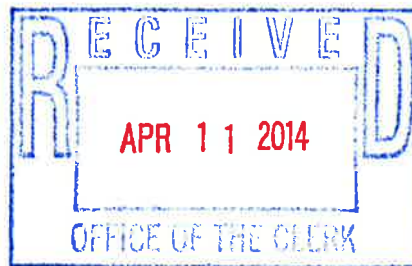
#### History

Time	Who	Approval
4/16/2014 5:28 PM	County Administrative Office	Yes
4/25/2014 2:59 PM	County Counsel	Yes
4/23/2014 9:37 AM	Finance	Yes

COUNTY OF TULARE  
BOARD OF SUPERVISORS



**ALLEN R. ISHIDA**  
Supervisor - District One



April 7, 2014

Board of Supervisors, Mono County  
P.O. Box 715  
Bridgeport, CA 93517

Dear Supervisor,

Are you tired of the "water wars"? I am. And, so are a lot of other county supervisors that I have spoken to lately. San Joaquin County Supervisor Larry Ruhstaller and I spoke to many of you during the most recent RCRC meeting, and several of you have been present at other events where we have discussed a way to come together and all stand for something that can get California moving on this incredibly important issue. I am sending this on my own behalf and also on behalf of Larry.

We are inviting you to lend your name to the attached letter. The letter is intended to get the attention of policymakers in Sacramento. We intend to show that there is in fact a broad spectrum of county supervisors - representing a vast geographical majority of California - who want to ensure that a successful water bond will be on the November ballot.

Please let me or my staff know at your earliest convenience if you can sign on to the attached letter. Our plan is to pull together all the signatories for a meeting in May sometime during the upcoming CSAC Spring Legislative Conference. At this meeting, we would like to go beyond concepts and discuss specifically what we all - all - want to see in a water bond this year. The basic idea is that we would quickly thereafter send this more specific information to the Governor and the Legislature in time for the final deliberations regarding same that will inevitably occur late May to late June.

It is time to figure out a viable plan for California's water future. Supervisor Larry Ruhstaller and I hope that as many of you as possible can sign the attached letter and join us going forward. If you want to sign on, please notify me or Denise Akins, Tulare County Senior Administrative Analyst - Water Resources, at (559) 636-5027 or [DNAkins@co.tulare.ca.us](mailto:DNAkins@co.tulare.ca.us).

Sincerely,

A handwritten signature in blue ink, appearing to read "Allen R. Ishida".

Tulare County District 1 Supervisor Allen Ishida



April 7, 2014

Senate President Pro Tem Darrell Steinberg  
State Capitol, Room 205  
Sacramento, CA 95814

Assembly Speaker John Pérez  
State Capitol, Room 205  
Sacramento, CA 95814

SUBJECT: MESSAGE FROM A BROAD COALITION OF COUNTIES CONCERNING THE DEVELOPMENT OF A BALANCED  
2014 WATER BOND

Dear Senate President Pro Tem Steinberg and Assembly Speaker John Pérez:

With deliberations over the next water bond still occurring, we are writing to declare that until we as a State create new underground and aboveground storage, water-related disputes between regions and communities will continue to be a reality for our future generations. All bond proposals should include funding for future water storage projects as well as receive continuous appropriations in every State fiscal year to ensure that investments in storage, including surface storage, translate into additional water supplies for fish and wildlife, people, and farms. Furthermore, all bond proposals should include a sizeable investment in the State's existing levee system, which is – and will continue to be – vital to our respective goals. Delivering on these investments is critical for public acceptance of any future water bond, and must be done for future generations of Californians.

The Watershed and Integrated Regional Water Management approaches consider how for every action in our watersheds, there is an equal and opposite reaction. Investments both up and down the watershed are more appropriate than in only the most populated regions. The allocation of future bond funds needs to include investments in the counties where our water originates to enhance the upper watersheds and prevent catastrophic fires, in the Sacramento and San Joaquin Valleys where our farm products feed the world and sustain our rural and urbanizing communities, and in the Sacramento-San Joaquin Bay-Delta which supports a vibrant and unique ecosystem. This integrated approach to the water bond discussion is necessary to ensure that we do not piece-meal water management throughout watersheds and risk being left with the same short-sighted approaches to water conflicts that have been left unresolved for decades.

Any future investment in California's water infrastructure should consider how all counties statewide contribute to the overall quality of our economy, environment and sustainability. This coalition of counties signing on to this letter understands that the future of this State is inextricably linked to our ability to solve the discrepancy between water supply and demand in California. We all understand that the support of the electorate is required for any water bond's passage; however, the minimum amount of support should not be the goal. The Legislature and the Governor should strive to craft a water bond that will produce overwhelming support from all of California. No part of this great State should be advantaged in our water policy at the expense of another – this is our common belief.

We understand that crafting a broadly supportable water bond is not easy; however, the undersigned are committed to doing just that. In the coming weeks, we will provide detailed suggestions for a water bond. The undersigned also stand ready to utilize the funds recently provided for drought relief Statewide to address the needs of all Californians. We stand united and are ready to get to work.

PRINT ON COUNTY LETTERHEAD

Sincerely,

\_\_\_\_\_  
Supervisor Allen Ishida, Tulare County

\_\_\_\_\_  
Supervisor Larry Ruhstaller, San Joaquin County

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Supervisor [NAME], [COUNTY] County



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**TIME REQUIRED**

**SUBJECT** Conway Ranch HOA

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Correspondence dated April 11, 2014 from the Conway Ranch Homeowner's Association expressing concern about the number of vehicles that enter the housing area to access the Inland Aquaculture Facility. The letter requests signs to be placed at the entrance to the subdivision for safety reasons.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Conway Ranch Letter](#)

### History

**Time**

4/24/2014 11:28 AM

**Who**

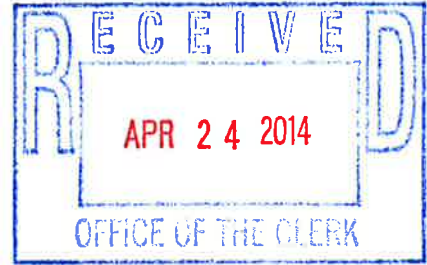
Clerk of the Board

**Approval**

Yes

11 April 2014

Mono County Board of Supervisors  
Clerk of the Board of Supervisor  
P.O. Box 715, Bridgeport, CA 93517



Dear Board Members:

The Conway Ranch Homeowners Association is asking for consideration of traffic restrictions into the Conway Ranch subdivision. We are concerned about the increasing number of vehicles that enter the housing area to access the Conway Ranch Inland Aquaculture facility located to the west of the residences, at the end of Wilson Creek Road.

Due to children and pets in the area, vehicles entering the facility through Wilson Creek Road present a significant safety hazard. This is not a through road, and pavement ends just past the last house at the west end; a dirt road leads through a gate and then into the facility. Safer and more convenient access for facility visitors and employees is available near the Highway 167/Highway 395 intersection. This road is away from the housing area and a more direct route into the facility.

Similar safety issues exist with vehicles mistakenly believing (GPS errors) that they can access Bodie through the Conway Ranch housing area. Over the years, numerous locals and tourists have become lost or stuck (requiring expensive tows) because Google Earth and other mapping tools show Goat Ranch cut-off as a through road to Bodie.

Consequently, we ask that signs be placed at the entrance to the subdivision, where Highway 167 and the Goat Ranch Cutoff road connect. Two signs are needed: No Bodie Access, No Hatchery Access. A similar sign exists at present at entrance to Mono City (No Lake Access) to deter those who are unfamiliar with area from attempting to reach Mono Lake via Mono City.

We appreciate your consideration. Please contact us if you have questions or require additional information.

Respectfully,

Conway Ranch Homeowners Association  
P.O. Box 112  
Lee Vining, CA 93541  
Phone: 760-647-6390



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**TIME REQUIRED**

**SUBJECT**

Wildlife Conservation Board Regarding  
Conservation Easement

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Correspondence dated April 21, 2014 from the Wildlife Conservation Board regarding the Sinnamon Meadows, Conservation Easement, Project ID: 2012149.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[WCB Letter](#)

#### History

Time	Who	Approval
4/25/2014 2:59 PM	County Administrative Office	Yes
4/25/2014 2:59 PM	County Counsel	Yes
4/25/2014 2:59 PM	Finance	Yes



EDMUND G. BROWN JR, Governor  
NATURAL RESOURCES AGENCY  
DEPARTMENT OF FISH AND WILDLIFE  
**WILDLIFE CONSERVATION BOARD**  
1807 13<sup>th</sup> Street, Suite 103  
Sacramento, California 95811-7137  
www.dfg.ca.gov  
(916) 445-8448  
Fax (916) 323-0280

Mono County Board of Supervisors  
Post Office Box 715  
Bridgeport, California 93517

APR 21 2014

Dear Ladies and Gentlemen:

Sinnamon Meadows, Conservation Easement  
Mono County  
Project ID: 2012149



The California Department of Fish and Wildlife (CDFW), through the Wildlife Conservation Board (WCB), is involved in a land acquisition program that is focused on the long-range protection and enhancement of habitat for fish and wildlife. Possible sites for acquisition are identified by the CDFW in response to public interest, legislative mandate and departmental goals.

This letter is to advise you that the Wildlife Conservation Board will consider the allocation of a grant to the Eastern Sierra Land Trust to assist in its acquisition of a conservation easement over 1,240± acres of land for the preservation and enhancement of wildlife habitat located in Mono County and identified as Assessor's Parcel Nos. 11-170-03, 11-170-07, 11-170-18, and 11-220-01. This proposal is scheduled for the May 22, 2014, Board meeting. A copy of the preliminary agenda is enclosed for your review. A full agenda will follow within two weeks. You may view all agendas and minutes, and/or subscribe to receive them via email, on our website at [www.wcb.ca.gov](http://www.wcb.ca.gov).

If you have any questions about this proposal or need additional information, please feel free to contact me at (916) 445-0137.

Sincerely,

John P. Donnelly  
Executive Director

Enclosure

The Honorable Tom Berryhill  
Member of the Senate  
State Capitol, Room 3076  
Sacramento, California 95814

The Honorable Franklin E. Bigelow  
Member of the Assembly  
State Capitol, Room 4116  
Sacramento, California 95814

David Elms, Acting Regional Manager  
CDFW, Inland Deserts Region

Kay Ogden, Executive Director  
Eastern Sierra Land Trust  
P.O. Box 755  
Bishop, California 93515

DEPARTMENT OF FISH AND WILDLIFE

**WILDLIFE CONSERVATION BOARD**

1807 13<sup>TH</sup> STREET, SUITE 103  
SACRAMENTO, CALIFORNIA 95811  
(916) 445-8448  
FAX (916) 323-0280  
[www.wcb.ca.gov](http://www.wcb.ca.gov)

**NOTICE OF MEETING**  
**WILDLIFE CONSERVATION BOARD**

May 22, 2014  
10:00 AM  
1/ State Capitol, Room 112  
Sacramento, California 95814

**PRELIMINARY AGENDA ITEMS**

**ITEM NO.**

1. Roll Call
2. Funding Status - Informational
3. Special Project Planning Account - Informational
4. Proposed Consent Calendar (Items 5 – 18)
- \*5. Approval of Minutes – February 22, 2014
- \*6. Recovery of Funds

\* Proposed Consent Calendar

1/ These facilities are accessible to persons with disabilities; more information on page xii.

- \*7. East Mill Creek Riparian Enhancement, Humboldt County \$249,000.00

To consider the allocation for a grant to the Eel River Watershed Improvement Group, for a cooperative project with the Landowner and the U.S. Natural Resources Conservation Service to protect and enhance ±1.5 miles of riparian habitat on privately-owned property on the East Mill Creek, a tributary of the Mattole River, located one mile north of Petrolia in Humboldt County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for projects to assist farmers in integrating agricultural activities with ecosystem restoration and wildlife protection. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(d)(4)]

- \*8. Red Bank, Conservation Easement Expansion, (Burrows Ranch), Tehama County \$57,000.00

To consider the allocation for a grant to the Northern California Regional Land Trust to acquire a conservation easement over 170± acres of land as an expansion to an existing conservation easement for protection of oak woodland and rangeland habitat, located approximately 20 miles northwest of the City of Red Bluff, in Tehama County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the preservation of native oak woodland habitat pursuant to the Oak Woodlands Conservation Act. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(d)(2)]

- \*9. Bodega Marine Reserve Security and Resource Protection, Sonoma County \$60,000.00

To consider the allocation for a grant to the Regents of the University of California to replace the boundary fence and entrance gates and repair and upgrade several buildings including the Head House, Dive Locker, and Marine Operations Trailers at Bodega Marine Reserve, located one mile west of the City of Bodega Bay in Sonoma County. The proposed funding source for this project provides for grants to the University of California for the Natural Reserve System for the construction and development of facilities that will be used for research and training to improve the management of natural lands and the preservation of California's wildlife resources. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund (Proposition 84), Section 75055(b)(3)]



- \*10. CDFW Land Management Plan \$57,500.00  
Knoxville Wildlife Area Augmentation,  
Napa County

To consider the allocation to amend an existing grant to the California Wildlife Foundation for a cooperative project with the California Department of Fish and Wildlife (CDFW) for the land management plan for the CDFW's Knoxville Wildlife Area, located north of Lake Berryessa in Napa County. The purposes of this project are consistent with the proposed funding source that allows for the preparation of land management plans for properties acquired by the Wildlife Conservation Board. [California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Act of 2002 (Proposition 40), Public Resources Code Section 5096.650(a)]

- \*11. East Contra Costa County NCCP/HCP (Anna Smith), \$0.00  
U.S. Fish and Wildlife Service Habitat Conservation  
Planning Acquisition (USFW) Subgrant Augmentation,  
Contra Costa County

To consider an augmentation to a U.S. Fish and Wildlife Service subgrant for a project previously approved by the Wildlife Conservation Board (WCB) at its February 20, 2014 (Agenda Item # 17) meeting allocating funding and authorizing a grant to the East Contra Costa County Habitat Conservancy (ECCCHC).

- \*12. San Joaquin River Parkway, Ledger Island \$130,000.00  
Bridge Access Improvement, Design and Review,  
Madera and Fresno Counties

To consider the allocation for a grant to the Department of Water Resources for a cooperative project with the San Joaquin River Conservancy (Conservancy) to evaluate the existing Ledger Island Bridge crossing over the San Joaquin River and provide preliminary design of up to three replacement alternatives on property bounded on the north by Ledger Island and on the south by Department of Fish and Wildlife lands in Fresno and Madera Counties. The purposes of this project are consistent with the proposed funding source, which allows for the acquisition, development, rehabilitation, restoration and protection of land and water resources located within the boundaries of the San Joaquin River Conservancy. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75050(f)]

- \*13. San Joaquin River Parkway, River West Fresno Pump and \$35,200.00  
Irrigation Improvements,  
Fresno County

To consider the allocation for a grant to Ducks Unlimited, Inc. for a cooperative project with the San Joaquin River Conservancy (Conservancy) to install a new well and irrigation infrastructure to serve habitat restoration and other existing and planned revegetation irrigation needs on the Conservancy's River West Fresno site in Fresno County. The purposes of this project are consistent with the proposed funding source, which allows for the acquisition, development, rehabilitation, restoration and protection of land and water resources located within the boundaries of the San Joaquin River Conservancy. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75050(f)]

- \*14. Allensworth Ecological Reserve, Expansion 29 – 41 \$0.00  
Tulare County

To consider the acquisition of 13 separate parcels of land totaling 34.4+/- acres by the California Department of Fish and Wildlife for the protection of habitat supporting the San Joaquin kit fox and other rare species found within the Allensworth Ecological Reserve and to enhance habitat linkages and connectivity located near the city of Earlimart in Tulare County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which is being provided by the California Department of Correction's Statewide Electric Fence Project mitigation fund assigned to CDFW.

- \*15. Western Riverside County Multi Species Habitat \$71,000.00  
Conservation Plan (2012) – Berger,  
Riverside County

This proposal is to consider the acceptance of a U.S. Fish and Wildlife Service (USFWS) Habitat Conservation Plan Land Acquisition grant (Section 6 Grant) and the approval to subgrant these federal funds to the Western Riverside County Regional Conservation Authority (Authority) and to consider a Wildlife Conservation Board (WCB) grant to the Authority to acquire 10± acres of land in western Riverside County for the protection of habitat that supports threatened and endangered species; and to increase regional wildlife habitat corridors and linkages located within the Western Riverside County Multiple Species Habitat Conservation Plan. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species; and which allows for the acquisition of habitat on which unique species or natural communities naturally exist. [Habitat Conservation Fund (Proposition 117), Section 2786(b/c)]

- \*16. Western Riverside County Multi Species Habitat Conservation Plan (2012) – Fuller, Riverside County \$78,500.00

This proposal is to consider the acceptance of a U.S. Fish and Wildlife Service (USFWS) Habitat Conservation Planning/ Recovery Land Acquisition grant (Section 6 Grant) and the approval to subgrant these federal funds to the Western Riverside County Regional Conservation Authority (Authority and to consider a WCB grant to the Authority to acquire 20± acres of land in western Riverside County for the protection of habitat that supports threatened and endangered species; and to increase regional wildlife habitat corridors and linkages located in the Western Riverside County Multiple Species Habitat Conservation Plan (Western Riverside County MSHCP). The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species; and which allows for the acquisition of habitat on which unique species or natural communities naturally exist. [Habitat Conservation Fund (Proposition 117), Section 2786(b/c)]

- \*17. Kimball Valley – Arroyo Toad, Recovery Land Acquisition Grant (2010) (Hulett), San Diego County \$530,000.00

To consider the acquisition of 136+/- acres of land by the Department of Fish and Wildlife (DFW) for the protection of habitat corridors and habitat that will promote the recovery of threatened and endangered species and to consider the acceptance of a U.S. Fish and Wildlife Service Recovery Land Acquisition grant. The acquisition includes a portion of San Vicente Creek and is located north of the San Vicente Reservoir and south of the unincorporated city of Ramona in San Diego County. The purposes of this project are consistent with the authorized uses of the proposed funding source which allows for the acquisition and protection of habitat and corridors that promote recovery of threatened and endangered species. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(b)]

- \*18. San Diego County Multi Species Conservation Plan (Bonfils), San Diego County \$208,500.00

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Plan Land Acquisition grant to assist with the acquisition of 256+/- acres of land by the Department of Fish and Wildlife (DFW) for the preservation and protection of core areas of habitat to protect rare,

threatened, endangered and fully protected species, secure key regional wildlife linkages and enhance the existing Multiple Species Conservation Plan (MSCP), a joint Habitat Conservation Plan (HCP) and Natural Community Conservation Plan (NCCP) located near the community of Lakeside in San Diego County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species; and which allows for the acquisition of habitat on which unique species or natural communities naturally exist. [Habitat Conservation Fund Section 2786(b/c) (Proposition 117)]

19. Humboldt County Community Forest, McKay Tract, \$4,510,000.00  
Humboldt County

This proposal is to consider the allocation for a grant to Humboldt County for a cooperative project with the State Coastal Conservancy and the Natural Resources Agency to acquire 1,000± acres of land for the protection of a mixed conifer forest property, including riparian corridors, salmonid streams, coastal watershed, habitat linkages and to expand future wildlife oriented public use opportunities. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for forest conservation and protection projects in order to promote the ecological integrity and economic stability of California's diverse native forests through forest conservation, preservation and restoration of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]

20. Lost Coast Redwood and Salmon Initiative, \$3,210,000.00  
Mendocino and Humboldt Counties

To consider the allocation for a grant to Sanctuary Forest Land Trust to acquire a conservation easement over 2,612± acres of land for the protection of a mixed conifer working forest, including riparian corridors, salmonid streams, coastal watersheds and habitat linkages located near the community of Whitehorn in Humboldt and Mendocino Counties. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for forest conservation and protection projects to promote the ecological integrity and economic stability of California's diverse native forests through forest conservation, preservation and restoration of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control,

River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]

21. Brush Creek Conservation Easement, \$1,665,000.00  
Mendocino County

This proposal is to consider the allocation of a grant to the Mendocino Land Trust (MLT) to acquire a conservation easement over 2,018 ± acres of land for the conservation and protection of managed forest lands and forest reserve areas that include Douglas fir, old growth redwood, riparian corridors, coastal watersheds and riverine habitats, supporting salmonids and other rare wildlife species, located east of Point Arena, in Mendocino County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for forest conservation and protection projects in order to promote the ecological integrity and economic stability of California's diverse native forests through forest conservation, preservation and restoration of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]

22. Usal Forest Conservation Easement Transfer \$0.00  
Mendocino County

This proposal is to consider the acceptance on behalf of the Department of Forestry and Fire Protection (CALFIRE) of a conservation easement over 49,500+/- acres in Mendocino County currently held by The Conservation Fund pursuant to the California Forest Legacy Program Act of 2007 (Act). The Act authorizes the Wildlife Conservation Board (WCB) to acquire conservation easements on behalf of CALFIRE. The conservation easement will conserve and protect an economically sustainable working forest, oak woodlands, grasslands and important habitat for native fish, wildlife and plants.

23. Willow Creek Ranch Water Distribution Improvements, \$657,000.00  
Glenn and Colusa Counties

To consider the allocation for a grant to Ducks Unlimited, Inc., (DU) for a cooperative project with the U.S. Fish and Wildlife Service and the landowners to enhance ±644 acres of wetlands on privately-owned property protected in perpetuity through USFWS conservation easements, located four miles west of Princeton in Glenn and Colusa Counties. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, enhancement or restoration of

wetlands to protect or enhance a flood protection corridor or bypass in the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d) (Proposition 1E), Inland Wetlands Conservation Program]

24. Sacramento River National Wildlife Refuge, \$410,000.00  
Jensen Unit Riparian Restoration,  
Colusa County

To consider the allocation for a grant to The Nature Conservancy for a cooperative project with the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service (FWS) to restore 81 acres to riparian forest on the FWS's Sacramento River National Wildlife Refuge, located two miles south of Princeton in Colusa County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, restoration or enhancement of riparian habitat and aquatic habitat for salmonids and trout to protect or enhance a flood protection corridor or bypass. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(e/f) (Proposition 1E)]

25. Sagehen Basin Forest Restoration, \$318,000.00  
Sierra/Nevada County

To consider the allocation for a grant to the National Forest Foundation for a cooperative project with the United States Forest Service and the Sierra Nevada Conservancy to protect and enhance habitat, restore forest stand ecology and reduce fuel loads in the federally-owned Sagehen Experimental Forest, located generally ten miles north of the City of Truckee in Nevada and Sierra Counties. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for forest conservation and protection projects in order to promote the ecological integrity and economic stability of California's diverse native forests through forest conservation, preservation and restoration of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]

26. Lower Sonoma Creek Wetland Enhancement, \$1,700,000.00  
Sonoma County

To consider the allocation for a grant to the National Audubon Society, for a cooperative project with U.S. Fish and Wildlife Service (FWS), U.S. Environmental Protection Agency, and Students and Teachers Restoring a Watershed to enhance and restore ±260 acres of the Sonoma Creek Marsh

on San Pablo Bay, within the Boundary of the FWS's San Pablo Bay National Wildlife Refuge, located ±15 miles southeast of the city of Sonoma in Sonoma County. The proposed funding sources for this project allow for the restoration of wetlands in the San Francisco Bay area, [Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002 (Proposition P50), Section 79572(c)] and for the acquisition, enhancement or restoration of wetlands to protect or enhance a flood protection corridor or bypass outside the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d)(Proposition 1E), Wetlands Outside the Central Valley]

27. Pole Mountain, \$650,000.00  
Sonoma County

To consider the allocation for a grant to the Sonoma Land Trust for a cooperative project with the Sonoma County Agricultural Preservation and Open Space District, the Packard Foundation, and the California State Coastal Conservancy, to acquire 238± acres of land for the protection of deer and mountain lion, native oak woodland, coastal watersheds and habitat connectivity and to provide future wildlife oriented public use opportunities, located near the community of Jenner, Sonoma County. The purposes of this acquisition project are consistent with the proposed funding source. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786 (a)]

28. Sinnamon Meadows Conservation Easement, \$630,000.00  
Mono County

To consider the allocation for a grant to the Eastern Sierra Land Trust for a cooperative project with the Sierra Nevada Conservancy and Natural Resources Conservation Service to acquire a conservation easement over 1,240± acres of rangeland including wet meadow, chaparral and sagebrush scrub habitat areas supporting deer, mountain lion and the greater sage grouse, located near the community of Bridgeport in Mono County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat to protect deer and mountain lions. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a)]

29. Santa Cruz Integrated Watershed Restoration, \$531,000.00  
Santa Cruz County

To consider the allocation for a grant to the Santa Cruz Resource Conservation District for a cooperative project with the California Department of Fish and Wildlife's Fisheries Restoration Grant Program, the U.S. Fish and Wildlife Service, the U.S. Bureau of Land Management, the California

Conservation Corps, the Coastal Conservancy and others to restore  $\pm 10$  acres of riparian and wetland habitat in areas critical to special status amphibian and fish species, located on four coastal watersheds in Santa Cruz County. The purposes of this project is consistent with the authorized uses of the proposed funding source, which allows for the acquisition, restoration or enhancement of riparian habitat and aquatic habitat for salmonids and trout to protect or enhance a flood protection corridor or bypass. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(e/f) (Proposition 1E)]

30. Dry Creek Ranch Conservation Easement, \$2,050,000.00  
Recovery Land Acquisition Grant (2010),  
Merced County

To consider the acceptance of a U.S. Fish and Wildlife Service Recovery Land Acquisition grant and the approval to subgrant these federal funds to the California Rangeland Trust, and to consider a Wildlife Conservation Board grant to the California Rangeland Trust, for a cooperative project with the U.S Natural Resources Conservation Service and the Bureau of Reclamation to acquire a conservation easement over  $4,417\pm$  acres of land for the protection of grassland and associated vernal pools, blue oak woodland and riparian habitats to promote recovery of threatened and endangered species, located near the community of Snelling in Merced County. The purposes of this project are consistent with the authorized uses of the proposed funding sources, which allows for the acquisition of habitat to protect significant natural landscapes, ecosystems and rare, endangered, threatened or fully protected species. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(b/c)] and [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

31. North Grasslands Wildlife Area Enhancement and Security, \$800,000.00  
Merced County

To consider the allocation for a grant to California Waterfowl Association to restore  $\pm 5,300$  linear feet of riparian habitat and enhance  $\pm 225$  acres of uplands at California Department of Fish and Wildlife's North Grasslands Wildlife Area, China Island and Gadwall Units, located two miles west of Newman and one mile southeast of Los Banos, respectively, in Merced County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, enhancement or restoration of wetlands and associated upland habitat in the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d), Inland Wetlands Conservation Program]



32. Metcalf Meadow, Recovery Land Acquisition Grant (2013), \$650,000.00  
San Bernardino County

To consider the acceptance of a U.S. Fish and Wildlife Service Recovery Land Acquisition grant and the approval to subgrant these federal funds to the San Bernardino Mountains Land Trust, and to consider a Wildlife Conservation Board grant to the San Bernardino Mountains Land Trust to acquire 14± acres of land to promote recovery of rare and endangered plant and wildlife species, located within the city of Big Bear, in San Bernardino County. The purposes of this project are consistent with the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened and fully protected species. [Habitat Conservation Fund (Proposition 117), Section 2786(b/c)]

33. Puerco Canyon, \$4,505,000.00  
Los Angeles County

To consider the allocation for a grant to the Mountains Recreation and Conservation Authority for a cooperative project with the State Coastal Conservancy and the County of Los Angeles to acquire 703± acres of land for the protection of chaparral, coastal sage scrub, scrub-oak chaparral, native grasslands and oak woodland-savannah habitat and to enhance wildlife linkages, watershed protection and provide future wildlife oriented public use opportunities, located in the central Santa Monica Mountains, near the community of Malibu, in Los Angeles County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition, protection and restoration of coastal wetlands and watersheds located in Southern California. [Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50), Water Code Section 79572(a)]

34. Coachella Valley Natural Community Conservation Plan, \$786,750.00  
Shadowrock,  
Riverside County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Plan Land Acquisition grant and the approval to subgrant these federal funds to the Friends of the Palm Spring Mountains (FOPSM) and to consider a Wildlife Conservation Board grant to FOPSM, for a cooperative project with the Coachella Valley Mountains Conservancy to acquire 352.82± acres of high desert, desert alluvial fan and habitat linkages to promote recovery of the Peninsular bighorn sheep and other threatened and endangered species covered under the Coachella Valley Multiple Species Habitat Conservation Plan, located along the lower elevations of the San Jacinto mountains, near the northwest border of the city of Palm Springs, in Riverside County. The purposes of this project are consistent with the

authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat that implements or assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(c)]

35. San Diego County Multi Species Conservation Plan \$725,250.00  
HCPLA/NCCP 2010 (multiple parcels),  
San Diego County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Plan Land Acquisition grant and the approval to subgrant these federal funds to the Endangered Habitats Conservancy (EHC) and to consider five Wildlife Conservation Board grants to EHC to acquire a total of 142+/- acres from five individual landowners for the protection of wildlife corridors and habitat to implement the south County Subarea of the Multiple Species Conservation Plan in San Diego County, located near the city of El Cajon. The purposes of the projects are consistent with the authorized uses of the proposed funding source which allows for the acquisition and protection of habitat that implements or assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(c)]

36. Strategic Plan Action

To consider adopting the Wildlife Conservation Board Strategic Plan. The Plan provides a high-level blueprint for WCB decision-making and establishes the primary framework for implementing the WCB vision over the next five years.

#### PERSONS WITH DISABILITES

Persons with disabilities needing reasonable accommodation to participate in public meetings or other CDFW activities are invited to contact the Department's Reasonable Accommodation Coordinator Melissa Carlin at (916) 651-1214 or [Melissa.Carlin@wildlife.ca.gov](mailto:Melissa.Carlin@wildlife.ca.gov). Reasonable Accommodation requests for facility and/or meeting accessibility should be received by May 1, 2014. Requests for American Sign Language Interpreters should be submitted at least two weeks prior to the event, and requests for Real-Time Captioners at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met.

If a request for an accommodation has been submitted but due to

circumstances is no longer needed, please contact the Reasonable Accommodation Coordinator immediately.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**TIME REQUIRED**

**SUBJECT** High Sierra Tri Club Thank You Letter

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Letter from Alana Levin, Director of the High Sierra Tri Club, thanking the Board of Supervisors for passing the resolution for the road closure in June Lake to provide a safe and organized race.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[HS Tri Club Ltr](#)

### History

Time	Who	Approval
4/29/2014 12:23 PM	Clerk of the Board	Yes



To: Honorable Board of Supervisors

From: Alana Levin

Date: April 29, 2014

Thank you for your consideration to close Pinecliff Drive for the duration of the June Lake Triathlon this year, July 12, 2014. Your decision to pass the resolution for road closure supports our goal to provide a safe and organized race.

We are committed to producing a quality event in Mono County and honored to draw attention to the beautiful High Sierra community of June Lake.

We appreciate your part in the June Lake Triathlon's success.

Sincerely,

**Alana Levin**

Digitally signed by Alana Levin  
DN: cn=Alana Levin, o, ou,  
email=alana@highsierratri.org, c=US  
Date: 2014.04.29 12:10:05 -07'00'

Alana Levin  
June Lake Triathlon Race Director  
High Sierra Triathlon Club Executive Director



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**      May 6, 2014

**TIME REQUIRED**

**SUBJECT**              Correspondence from SCE Regarding  
Order Issued by the CPUC

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Notice of Order Instituting Rulemaking in R.14-03-016 from Southern California Edison's Attorney Mark A. Rothenberg enclosing a copy of said Order.

\*\*\*\*\*

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[SCE Notice of Order](#)

**History**

Time	Who	Approval
4/16/2014 5:30 PM	County Administrative Office	Yes
4/25/2014 2:58 PM	County Counsel	Yes
4/25/2014 2:59 PM	Finance	Yes

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**



Order Instituting Rulemaking To Consider Single  
Methodology To Calculate Remittance Under  
Municipal Surcharge Act.

R.14-03-016  
(Filed March 27, 2014)

**NOTICE OF ORDER INSTITUTING RULEMAKING IN R.14-03-016**

Please take notice that on March 27, 2014 the California Public Utilities Commission issued its Order Instituting Rulemaking in R.14-03-016 to determine whether a single state-wide remittance methodology should be used by the Pacific Gas and Electric Company, the Southern California Gas Company and San Diego Gas and Electric Company, and the Southern California Edison Company to calculate the franchise fee remittances provided for by California Public Utilities Code Sections 6352-6354.1 (the "Order"). A Copy of the Order is attached.

Respectfully Submitted,

MARK A. ROTHENBERG

By: /s/ Mark A. Rothenberg  
MARK A. ROTHENBERG

Attorney for  
SOUTHERN CALIFORNIA EDISON  
COMPANY

2244 Walnut Grove Avenue  
Post Office Box 800  
Rosemead, California 91770  
Telephone: (626) 302-6916  
Facsimile: (626) 302-1926  
E-mail: Mark.A.Rothenberg@Sce.com

Dated: April 11, 2014

Rulemaking 14-03-016 March 27, 2014

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA**

Joint Petition of the Cities of Concord, Taft, Madera, Kerman, and Clovis and Pacific Gas and Electric Company to Adopt, Amend, or Repeal a Regulation pursuant to Public Utilities Code Section 1708.5. (U39E).

Petition 13-09-006  
(Filed September 11, 2013)

Order Instituting Rulemaking To Consider Single Methodology To Calculate Remittance Under Municipal Surcharge Act.

FILED  
PUBLIC UTILITIES COMMISSION  
MARCH 27, 2014  
SAN FRANCISCO, CA  
RULEMAKING 14-03-016

**DECISION GRANTING PETITION AND OPENING RULEMAKING**

**1. Summary**

This order closes the petition proceeding and institutes a rulemaking proceeding to determine whether a single state-wide remittance methodology should be used by the Pacific Gas and Electric Company's, the Southern California Gas Company and San Diego Gas & Electric Company, and the Southern California Edison Company to calculate the franchise fee remittances provided for by California Public Utilities Code Sections 6352-6354.1. En route to this determination we will examine what, if any effect adoption of a single methodology will have on ratepayers, and cities and counties in the Investor-owned Utilities' (IOUs) jurisdictions as well as what, if any, effect the adoption of a single methodology will have on the IOUs.



## **2. Background**

In Case (C.) 11-08-022, the Cities of Concord, Taft, Kerman, Madera, and Clovis (The Cities) challenged Pacific Gas and Electric Company's (PG&E) method of calculating municipal surcharge revenue remittances pursuant to the Municipal Public Lands Surcharge Act, Public Utilities Code Sections 6352-6354.1 (Municipal Surcharge Act). Specifically, the Cities contended that PG&E's methodology fails to reflect the payment of franchise fees in the energy transporter's agreement as required by the Surcharge according to the Cities, PG&E's methodology has resulted in some cities and municipalities being underpaid remittances for several years. The Cities requested that the Commission order PG&E to modify its remittance methodology and reimburse The Cities for past underpayments.

On November 14, 2011, then assigned Administrative Law Judge (ALJ) Gamson scheduled a prehearing conference (PHC). Prior to the PHC, ALJ Gamson issued a ruling directing PG&E to serve notice of the complaint and the upcoming PHC on all of the cities and counties in its jurisdiction which might be impacted by the Complaint.

The PHC was held on December 1, 2011. At the PHC the parties agreed to attempt to stipulate to the facts at issue. On December 20, 2011, the Assigned Commissioner's Ruling and Scoping Memo (Scoping Memo) issued. As noted in the Scoping Memo, in light of the issue presented, "...the Commission will need to conduct a statutory interpretation of the Municipal Surcharge Act."

In subsequent discussions the Cities and PG&E agreed that the relief requested in C.11-08-022 raised certain issues, the resolution of which could impact the surcharge remittance methodology employed by Investor-owned

Utilities (IOUs) throughout the state. The Cities and PG&E therefore agreed to file a joint petition pursuant to Public Utilities Code Section 1708.5, requesting that the Commission institute a separate rulemaking proceeding to establish a uniform methodology to be used by all IOUs for the future remittance of municipal surcharges. In anticipation of the Commission's institution of a separate rulemaking proceeding the Cities and PG&E agreed to dismiss C.11-08-022 without prejudice.<sup>1</sup> On September 11, 2013, pursuant to Public Utilities Code Section 1708.5, the Cities and PG&E jointly filed Petition 13-09-006, which asks the Commission to initiate a rulemaking proceeding to establish a single state-wide remittance methodology consistent with the Municipal Surcharge Act.

A PHC was convened in this proceeding by ALJ Farrar on January 4, 2014.<sup>2</sup> After adding the Southern California Gas Company and San Diego Gas & Electric Company (SoCalGas/SDG&E), and the Southern California Edison Company (SCE) as parties to the proceeding, ALJ Farrar directed the IOUs to provide a summary of their position and a statement of the methodology they currently use to calculate remittances under the Municipal Surcharge Act.

### **3. Discussion**

#### **3.1. The Municipal Surcharge Act**

The adoption of direct access enabled Californians to purchase energy (the actual commodity) from third party energy service providers (ESPs). In 1993 the Legislature enacted the Municipal Surcharge Act. The Municipal Surcharge Act provides for a surcharge to replace, but not increase, franchise fees that would

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<sup>1</sup> On August 5, 2013, the Cities and PG&E filed a joint motion to dismiss C.11-08-022.

<sup>2</sup> ALJ Farrar was assigned to this proceeding on September 24, 2013.

have been collected by the IOUs if not for changes in the regulatory environment such as the unbundling of the gas industry, related to the adoption of direct access. In addition to providing for the collection of a surcharge (*see* Section 6352(a)), Section 6354(b) of the Municipal Surcharge Act, which covers dispensation of the franchise fee, provides that:

Surcharges collected from the transportation customer shall be remitted to the municipality granting a franchise pursuant to this division in the manner and at the time prescribed for payment of franchise fees in the energy transporter's franchise agreement.<sup>3</sup>

PG&E, SCE, and SoCalGas/SDG&E (collectively, the IOUs) all purport to follow this directive and note that 100% of the revenue collected is remitted. However, while the IOUs use a common methodology to collect revenues, they do not use a common methodology to calculate the remittances with the result that, all other things being equal, the municipalities may receive different amounts of compensation, depending on which IOU serves their territory.

### **3.2. The PG&E and SCE Remittance Methodologies**

There are 292 cities and counties within PG&E's service territory. PG&E remits the electric surcharges to 256 jurisdictions and remits the gas surcharge to 245 jurisdictions. PG&E uses a two-step process to calculate its remittances. First, PG&E calculates surcharges using its franchise fee factor and collects these amounts. PG&E then remits 100% of what it collects from end users in each municipality back to that same municipality. According to PG&E, because its

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<sup>3</sup> Section 6354(b) also provides that "the energy transporter may retain interest earned on cash balances resulting from the timing difference between the monthly collection of the surcharge and the remittance thereof, as required by individual Franchise agreements."

methodology doesn't pool the surcharges that are collected it does not result in cross-subsidization (*i.e.* where the end users in one municipality subsidize another municipality).

SCE reports that in 2012 it paid the surcharge to approximately 199 of the 206 jurisdictions in which SCE maintains a franchise. SCE calculates the surcharge utilizing the franchise fee factor or generation municipal surcharge factor (of 0.009056) adopted by the Commission in SCE's most recent general rate case.<sup>4</sup> SCE collects the surcharge from the applicable transportation customers and remits such payments to each of its cities and counties pursuant to and in accordance with the payment schedule as set forth in its respective franchises.

Thus it appears both PG&E and SCE collect the surcharge from a transportation customer in a particular municipality and thereafter remit the surcharge collected from that customer to the municipality where the customer is located without regard to the payment calculation set forth in the franchise agreements.

### **3.3.The SoCalGas/SDG&E Remittance Methodology**

In contrast to PG&E and SCE, SoCalGas/SDG&E claim that Section 6354 requires utilities look to each municipality's franchise agreement to determine how franchise fees are paid and then use the same manner of calculation for remittance of the surcharges collected under Section 6353. In effect, this methodology calculates the surcharge remittances by treating the third party revenues from customers within a given city in the same manner that it treats revenues under the city's franchise agreement. Thus, the SoCalGas/SDG&E

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<sup>4</sup> And see Advice Filing No. 2336-E.

method applies a specific percentage – which varies from franchise agreement (and one city) to the next -to determine the surcharge remittance whereas the PG&E and SCE methodology takes an average of cities percentages to derive the franchise factor fee.

### **3.3. Additional Questions Presented**

In Decision (D.) 03-10-040 the Commission directed the IOUs to remit surcharge payments associated with the California Department of Water Resources' (DWR's) electricity sales based on the municipalities' individual franchise agreements. Subsequently, in D.06-05-005 the Commission clarified that amending PG&E's long-standing methodology for remitting Municipal Surcharge Fees on other third party revenues was beyond the scope of D.03-10-040 and that its directive only applied to DWR's electricity sales.

Moreover, as noted in D.06-05-005:

[T]he Commission did not consider the adverse effects that could result in terms of disrupting the expected stream of municipal revenues and providing essential municipal services if PG&E were required to revise its methodology for remitting municipal surcharges other than those related to DWR revenues.<sup>5</sup>

The concern voiced in D.06-05-005 appears warranted. Among other things, SoCalGas/SDG&E assert that the methodology used by PG&E and SCE "has the effect of increasing surcharge revenue to municipalities with 'heavy users' of transported gas in a manner not consistent with the franchise calculations -- to the detriment of 'higher mileage' municipalities that don't have 'heavy users' of transported gas."

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<sup>5</sup> D.06-05-005 at 9-10.

In addition to the potentially adverse effects that a change in surcharge remittance calculation methodology could have on cities and municipalities, when contemplating adoption of a state-wide surcharge remittance methodology we must also consider the effects such a change could have on ratepayers and the IOUs. We may for example require assurances that franchise agreements do not provide for excessive surcharges.

#### **4. Preliminary Scoping Memo**

This Order Instituting Rulemaking (OIR) will be conducted in accordance with Article 6 of the Commission's Rules of Practice and Procedure. As required by Rule 7.3, this order includes a preliminary scoping memo as set forth below.

##### **4.1. Issues**

The issues to be considered in this proceeding, as discussed earlier in this OIR, relate to whether the Commission should adopt a single methodology for the IOUs to use to calculate franchise fee remittances under the Municipal Surcharge Act. Specifically, the Commission will seek comment on:

- Whether the Commission should adopt the PG&E methodology, the Sempra Methodology, or some other methodology for the IOUs to use to calculate franchise fee remittances under the Municipal Surcharge Act.
- What, if any, impact(s) the adoption of the PG&E methodology, the Sempra Methodology, or some other methodology to calculate remittances under the Municipal Surcharge Act will have on ratepayers in the IOUs jurisdictions;
- What, if any, impact(s) the adoption of the PG&E methodology, the Sempra Methodology, or some other methodology to calculate remittances under the Municipal Surcharge Act will have on cities and counties in the IOUs jurisdictions; and

- What, if any, impact(s) the adoption of the PG&E methodology, the Sempra Methodology, or some other methodology to calculate remittances under the Municipal Surcharge Act will have on the IOUs.

Neither the methodology used to collect the franchise fees nor the reasonableness of prior surcharge remittance methodologies will be considered in this proceeding.

#### **4.2. Category of Proceeding and Need for Hearing**

Rule 7.1(d) requires that an OIR preliminarily determine the category of the proceeding and the need for hearing. As a preliminary matter, we determine that this proceeding is a “quasi-legislative” proceeding, as that term is defined in Rule 1.3(d). It is contemplated that this proceeding shall be conducted through written comments and without the need for evidentiary hearings.

Anyone who objects to the preliminary categorization of this Rulemaking as “quasi-legislative,” or to the preliminary hearing determination, must state the objections in opening comments to this Rulemaking. If the person believes hearings are necessary, the comments must state:

- a) The specific disputed fact for which hearing is sought;
- b) Justification for the hearing (*e.g.*, why the fact is material);
- c) What the party would seek to demonstrate through a hearing; and
- d) Anything else necessary for the purpose of making an informed ruling on the request for hearing.

After considering any comments on the preliminary scoping memo, the assigned Commissioner will issue a scoping memo that, among other things, will make a final category determination; this determination is subject to appeal as specified in Rule 7.6(a).

**4.3. Schedule**

For purposes of meeting the scoping memo requirements, and to expedite the proceeding, we establish the following preliminary schedule:

DATE	EVENT
10 days from mailing of this OIR	Deadline for service by IOUs on cities and municipalities in their jurisdictions.
60 days from mailing	Comments on impacts and methodologies filed and served.
90 days from mailing	Reply Comments filed and served.
TBD	Prehearing Conference and/or Scoping Memo
TBD	Hearings (if necessary)

The assigned Commissioner, by ruling on the scoping memo and subsequent rulings, and the assigned ALJ, by ruling with the assigned Commissioner’s concurrence, may modify the schedule as necessary during the course of the proceeding. We anticipate this proceeding will be resolved within 18 months from the issuance of the scoping memo.

**5. Comments on the Draft OIR**

The Draft OIR in this matter was mailed to the parties on February 10, 2014, in accordance with Section 311 of the Public Utilities Code and comments were allowed under Rule 14.6 of the Commission’s Rules of Practice and Procedure. Opening comments on the Draft OIR were due on March 3, 2014, and reply comments were due on March 17, 2014. Opening comments were filed by the Cities, PG&E, SCE, and SoCalGas/SDG&E and reply comments were filed by the Cities, PG&E, SCE, and SoCalGas/SDG&E. This decision reflects our review and consideration of the parties’ comments.



## 6. Service List and Subscription Service

The service list for this proceeding was updated on January 14, 2014. Within 10 days from the date of mailing of this OIR, the IOUs shall serve the OIR on all of the cities and counties in their jurisdictions which might be impacted by the OIR.

Any person or representative of an entity seeking to become a party to this Rulemaking (*i.e.*, actively participate in the proceeding by filing comments or appearing at workshops) should send a request to the Commission's Process Office, 505 Van Ness Avenue, San Francisco, California 94102 (or [Process\\_Office@cpuc.ca.gov](mailto:Process_Office@cpuc.ca.gov)) to be placed on the official service list. Individuals seeking only to monitor the proceeding (*i.e.*, but not participate as an active party) may request to be added to the service list as "Information Only." Include the following information:

- Docket Number of the OIR;
- Name and Party Represented, if Applicable;
- Postal Address;
- Telephone Number;
- E-mail Address; and
- Desired Status (Party or "Information Only").

The service list will be posted on the Commission's website, [www.cpuc.ca.gov](http://www.cpuc.ca.gov) soon thereafter.

The Commission has adopted rules for the electronic service of documents related to its proceedings, Rule 1.10, available on our website at [http://docs.cpuc.ca.gov/WORD\\_PDF/AGENDA\\_DECISION/143256.PDF](http://docs.cpuc.ca.gov/WORD_PDF/AGENDA_DECISION/143256.PDF). We will follow the electronic service protocols adopted by the Commission in Rule 1.10 for all documents, whether formally filed or just served.

This Rule provides for electronic service of documents, in a searchable format, unless the appearance or state service list member did not provide an e-mail address. If no e-mail address was provided, service should be made by United States mail. In this proceeding, concurrent e-mail service to all persons on the service list for whom an e-mail address is available will be required, including those listed under "Information Only." Parties are expected to provide paper copies of served documents upon request.

E-mail communication about this OIR proceeding should include, at a minimum, the following information on the subject line of the e-mail:

R. [xx xx xxx] – OIR on the Municipal Surcharge Act. In addition, the party sending the e-mail should briefly describe the attached communication; for example, "Comments." Paper format copies, in addition to electronic copies, shall be served on the assigned Commissioner and the ALJ.

This Rulemaking can also be monitored through the Commission's document subscription service; subscribers will receive electronic copies of documents in this Rulemaking that are published on the Commission's website. There is no need to be on the service list in order to use the subscription service. Instructions for enrolling in the subscription service are available on the Commission's website at <http://subscribecpuc.cpuc.ca.gov/>.

## **7. Public Advisor**

Any person or entity interested in participating in this OIR who is unfamiliar with the Commission's procedures should contact the Commission's Public Advisor in San Francisco at (415) 703-2074 or (866) 849-8390 or e-mail [public.advisor@cpuc.ca.gov](mailto:public.advisor@cpuc.ca.gov); or in Los Angeles at (213) 576-7055 or (866) 849-8391, or e-mail [public.advisor.la@cpuc.ca.gov](mailto:public.advisor.la@cpuc.ca.gov). The TTY number is (866) 836-7825.

## **8. Intervenor Compensation**

Any party that expects to request intervenor compensation for its participation in this OIR shall file its notice of intent to claim intervenor compensation in accordance with Rule 17.1 within 30 days of the filing of reply comments or of the prehearing conference, whichever is later.

## **9. Ex Parte Communications**

*Ex parte* communications are defined in Rule 8.1. In quasi-legislative proceedings such as this one, *ex parte* communications are allowed without restriction or reporting requirement as set forth in Rule 8.3.

Therefore **IT IS ORDERED** that:

1. An Order Instituting Rulemaking is instituted for the purpose of determining whether the Commission should adopt a single methodology for the Investor-owned Utilities to use to calculate franchise fee remittances.
2. This Rulemaking is preliminarily determined to be a quasi-legislative proceeding, as that term is defined in Rule 1.3(d), and it is preliminarily determined that no hearings are necessary.
3. The outcome of this Rulemaking will be applicable to the Pacific Gas and Electric Company, the Southern California Edison Company, the Southern California Gas Company and the San Diego Gas & Electric Company.
4. The Executive Director shall cause this Order Instituting Rulemaking to be served on the service list for this proceeding.
5. The preliminary schedule for this proceeding is as set forth in the body of this Order Instituting Rulemaking. The assigned Commissioner through her scoping memo and subsequent rulings, and the assigned Administrative Law

Judge by ruling with the assigned Commissioner's concurrence, may modify the schedule as necessary.

6. The issues to be considered in this Order Instituting Rulemaking are those set forth in the body of this Order Instituting Rulemaking.

7. Comments and reply comments must be filed 60 and 90 days, respectively, from the mailing of this Order Instituting Rulemaking, unless the assigned Commissioner or Administrative Law Judge modifies the schedule. Comments and reply comments shall conform to the requirements of the Commission's Rules of Practice and Procedure.

8. Any persons objecting to the preliminary categorization of this Order Instituting Rulemaking as "quasi-legislative," or to the preliminary determination on the need for hearings, issues to be considered, or schedule shall state their objections in their opening comments of this Order Instituting Rulemaking.

9. Within 20 days of the date of issuance of this order, any person or representative of an entity seeking to become a party to this Order Instituting Rulemaking must send a request to the Commission's Process Office, 505 Van Ness Avenue, San Francisco, California 94102 (or [Process\\_Office@cpuc.ca.gov](mailto:Process_Office@cpuc.ca.gov)) to be placed on the official service list for this proceeding. Individuals seeking only to monitor the proceeding, but not participate as an active party may request to be added to the service list as "Information Only."

10. After initial service of this order, a new service list for the proceeding shall be established following procedures set forth in this order. The Commission's Process Office will publish the official service list on the Commission's website ([www.cpuc.ca.gov](http://www.cpuc.ca.gov)) as soon as practical. The assigned Commissioner, and the

assigned Administrative Law Judge, acting with the assigned Commissioner's concurrence, shall have ongoing oversight of the service list and may institute changes to the list or the procedures governing it as necessary.

11. Any party that expects to claim intervenor compensation for its participation in this Order Instituting Rulemaking shall file its notice of intent to claim intervenor compensation in accordance with Rule 17.1 of the Commission's Rules of Practice and Procedure, within 30 days of the filing of reply comments or of the prehearing conference, whichever is later.

12. The proceeding is closed.

This order is effective today.

Dated March 27, 2014, at San Francisco, California.

MICHAEL R. PEEVEY  
President  
MICHEL PETER FLORIO  
CATHERINE J.K. SANDOVAL  
CARLA J. PETERMAN  
Commissioners

Commissioner Michael Picker, being necessarily absent, did not participate.



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 6, 2014

**Departments: County Administrator's Office**

**TIME REQUIRED** 30 minutes (20 minute presentation; 10 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD** Lt. Ron Cohan

**SUBJECT** California Highway Patrol - Presentation by Lt. Ron Cohan

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation by Lt. Ron Cohan regarding services provided by the California Highway Patrol in Mono County.

**RECOMMENDED ACTION:**

Receive presentation by Lt. Cohan on CHP service in Mono County.

**FISCAL IMPACT:**

There is no fiscal impact from this item.

**CONTACT NAME:** Jim Leddy

**PHONE/EMAIL:** (760) 932-5414 / jleddy@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[CHP Presentation Cover Memo](#)

**History**

Time	Who	Approval
4/24/2014 11:00 AM	County Administrative Office	Yes
4/28/2014 2:11 PM	County Counsel	Yes
4/23/2014 9:23 AM	Finance	Yes



# COUNTY OF MONO

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P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5410 • FAX (760) 932-5411

*Jim Leddy*  
County Administrative Officer

*Bill Van Lente*  
Director of HR/Risk Management

April 24, 2014

To: Honorable Chair and Members of the Board of Supervisors  
From: Jim Leddy, County Administrative Officer

## **SUBJECT**

Presentation by Lt. Ron Cohan of the California Highway Patrol

## **RECOMMENDATION**

Receive presentation of California Highway Patrol Services in Mono County from Lt. Ron Cohan.

## **FISCAL IMPACT**

There is no fiscal impact from adopting the Platform.

## **DISCUSSION**

Chairman Larry K. Johnston requested that Lt. Cohan present to the Board an informational item on the California Highway Patrol and their services in Mono County. Lt. Cohan has made similar presentations to the Town of Mammoth Lakes as well as the Mammoth Area of Governments.

Lt. Cohan will be showing an information video as well as providing information on services. Lt/ Cohan will be available for questions from the Board and public.

The California Highway Patrol main office for Mono County is located in Bridgeport.

If you have any questions please contact me at (760) 932-5414 or [jleddy@mono.ca.gov](mailto:jleddy@mono.ca.gov).

Handwritten initials

HPST050

MANAGEMENT INFORMATION SYSTEM

PROGRAM 10 STATISTICAL SUMMARY DATA - BEATS 1-799 TOTAL  
COMPARISON OF CURRENT YEAR VS AVERAGE OF PREVIOUS 3 YEARS

COMMAND: 820 BRIDGEPORT

REPORT PERIOD: DECEMBER 2013 - CALENDAR YEAR

PRINT DATE: 01/08/14

\*\*\*\*\*

% OF CHG 2013 VS AVERAGE 2013 VS AVERAGE 2012

3 YEAR AVERAGE 2013

FATAL ACCIDENTS:

MONTH YEAR TO DATE

2 1 4 2

[REDACTED]

TOTAL ACCIDENTS:

MONTH YEAR TO DATE

16 11 15 14 7

50.0 53.3

GOOD NEWS

DUI/PCF ACCIDENTS:

MONTH YEAR TO DATE

7 7 11 8 18

-7.8 -7.8

DUI ARRESTS:

MONTH YEAR TO DATE

2 10 10 7 1

+63.6 -85.7

-17.6 -25.3

[REDACTED]

ENFORCEMENT CONTACTS:

MONTH YEAR TO DATE

525 1,176 733 609 739

11,472 11,594 10,658 11,241 8,466

-24.7 -20.6

[REDACTED]

[REDACTED]





**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 6, 2014

**Departments: Finance**

**TIME REQUIRED** 10 minutes (5 minute presentation; 5 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD** Shira Dubrovner

**SUBJECT** Mammoth Lakes Repertory Theatre  
Community Grant Report

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Shira Debrovner will report on the Theatre for Young Audience Program funded by Mono Community Grant.

**RECOMMENDED ACTION:**

Hear report on how Mono County's grant funds were spent on this program.

**FISCAL IMPACT:**

Young Audience Program received a \$3,000 award that is included in the 13/14 budget.

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-932-5494 / lchapman@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**History**

Time	Who	Approval
4/24/2014 11:01 AM	County Administrative Office	Yes
4/28/2014 2:10 PM	County Counsel	Yes
4/4/2014 4:53 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**Departments: Finance**

**TIME REQUIRED** 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Megan Mahaffey

**SUBJECT** CDBG Program Income Reuse Plan Resolution

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CDBG Income Reuse Plan Resolution.

### RECOMMENDED ACTION:

Adopt proposed resolution #R14-\_\_\_\_, approving the community development block grant program income reuse plan with jurisdictional certifications. Provide any desired direction to staff.

### FISCAL IMPACT:

None at this time.

**CONTACT NAME:** Megan Mahaffey

**PHONE/EMAIL:** 760-924-1836 / mmahaffey@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

- [CDGB Income Reuse Staff Report](#)
- [CDBG Resolution](#)
- [CDBG Income Reuse Plan](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
4/29/2014 10:02 AM	County Administrative Office	Yes
4/29/2014 9:19 AM	County Counsel	Yes
4/28/2014 5:17 PM	Finance	Yes



**DEPARTMENT OF FINANCE  
COUNTY OF MONO**

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*Rosemary Glazier  
Assistant Finance Director  
Treasurer-Tax Collector*

*Leslie L. Chapman, CPA  
Finance Director*

*Roberta Reed  
Assistant Finance Director  
Auditor-Controller*

---

*P.O. Box 495  
Bridgeport, California 93517  
(760) 932-5480  
Fax (760) 932-5481*

*P.O. Box 556  
Bridgeport, California 93517  
(760) 932-5490  
Fax (760) 932-5491*

To: Honorable Board of Supervisors  
From: Leslie Chapman/Megan Mahaffey  
Date: 05/06/14  
Re: CDBG (Community Development Block Grant) Program Income Reuse Plan

**Subject:**  
Approval of CDBG Program Income Reuse Plan.

**Background:**  
The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. It provides annual grants on a formula basis to ensure decent affordable housing, provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses.

The CDBG grants have a unique feature whereby funds collected from the payment of the loan are considered Program Income and must be reinvested by the County in accordance with the "Income Reuse Plan" that, in addition to your Board's approval, must be approved by and on file with the State. Without this plan, the County is not eligible for future CDBG grant funding. The allocations set forth in the Income Reuse Plan may be changed as the county deems appropriate, provided the Plan remains consistent with applicable HCD guidelines.

There are currently eight active loans in Mono County subject to the CDBG Income Reuse Plan. These loans were awarded for homeownership assistance starting in 2006. The loan amounts vary from \$33,000 - \$187,000. Provided the current buyers stay in their homes for the life of the loan and do not sell, 2036 is the earliest we would see Program Income. Although we do not anticipate any program Income in the near future, a Program Income Reuse Plan must be on file with the state to receive additional funding.

The Program Income Reuse Plan allows for allocation of Program Income into some or all of the following categories, at any percentage 0-100%;

- 1.) Housing Rehabilitation – Single Family (1-4Units)
- 2.) Homeownership Assistance
- 3.) Business Assistance
- 4.) Microenterprise Financial Assistance

The following paragraphs include brief descriptions of the available categories for program income reuse. More in-depth descriptions can be found on the proposed Income Reuse Plan (attached).

#### Single Family Housing Rehabilitation Revolving Loan Account – Single Family

This program provides loans to rehabilitate residential units (1-4 units), occupied by income eligible households. One prerequisite includes only doing rehabilitation on residential property that has foreclosed. Staff does not recommend this option at this time because there are too few Mono County citizens that will benefit.

#### Homeownership Assistance

Homeownership assistance provides direct financial assistance for purchasing single family housing, by way of loans for residential property. This program must meet the objective of benefiting Low/Mod-income households and is therefore limited to benefiting households whose annual income is at or below 80 percent of the County's median income. Homeownership Assistance is currently active in Mono County and provides benefit to the work force, as well as business owners by way of employee retention, but provides assistance limited number in the community. Staff recommends allocating 100% of program income to this option effectively recycling the original loan proceeds back into homeowners' assistance for low income families.

#### Business Assistance

Business Assistance provides direct financial assistance for eligible businesses which create or retain permanent jobs for Low/Mod-income households. This is done by requiring at least 51% of the full time job positions created or retained be made available to persons whose households have an annual income at or below 80% of the jurisdictions county median. This program has great potential to benefit many Mono County citizens and the community as a whole. Therefore staff will seek more immediate funding for this type of program as opposed to waiting for the existing loans to mature.

#### Microenterprise Financial Assistance

Microbusiness Financial Assistance provides direct financial assistance to eligible start-up or existing microenterprise business. Microenterprises range in type and represent a range of service providers or retail businesses, but must be a for profit business with five or fewer employees, one of whom owns the enterprise. These projects must meet the Low/Mod-income household's objective; therefore owners assisted under this program must be documented as having an annual household income at or below 80 percent of the County's median income. As with the Business Assistance, staff will seek more immediate funding through CDBG for this type of assistance for the growing number of local microbusinesses.

#### **Recommendation:**

Adopt proposed resolution approving and authorizing the Chair's signature on the Program Income Reuse Plan, with 100% of Program Income going to Homeownership Assistance. While all four programs are valuable and have great potential for a growing, positive impact on our community, the delayed timing of the loan payments prompted staff to recommend using the program income to perpetuate the Homeownership Assistance program and seek out more immediate funding for the other programs.



R14-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING  
THE COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM INCOME REUSE PLAN WITH  
JURISDICTIONAL CERTIFICATIONS**

**WHEREAS**, the County of Mono wishes to continue its participation in the Community Development Block Grant (CDBG) Program; and

**WHEREAS**, a requirement of that participation is that the County approve and execute a CDBG Program Income Reuse Plan with Jurisdictional Certifications;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that:

**SECTION ONE:** The Board of Supervisors of the County of Mono hereby approves, and authorizes the Chair of the Board to execute, the Community Development Block Grant Program Income Reuse Plan with Jurisdictional Certifications, which is attached to this Resolution and incorporated by this reference.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

\_\_\_\_\_  
Larry Johnston, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

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

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
(CDBG)  
PROGRAM INCOME (PI) REUSE PLAN  
WITH  
JURISDICTIONAL CERTIFICATIONS

*This Agreement provides official notification of the Jurisdiction's PI Reuse Plan's (hereinafter, "PI Reuse Plan") approval under the State's administration of the Federal Community Development Block Grant Program (hereinafter, "CDBG" or "the Program") for Non-entitlement jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program.*

*By completing this PI Reuse Plan and signing the end of this document, the Authorized Representative certifies the Jurisdiction has read, understands and will adhere to the Program Income (PI) Reuse Plan detailed in the first section of this document, the PI definitions and rules in the second section of this document, and Department of Housing and Community Development (the Department herein) terms and conditions in the third section of this document.*

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**SECTION ONE: PROGRAM INCOME (PI) REUSE PLAN**

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JURISDICTION: \_\_\_\_\_

GOVERNING BODY ADOPTED ON: \_\_\_\_\_

This PI Reuse plan establishes policies and procedures for the administration and utilization of PI received as a direct result of eligible activities funded under the State of California CDBG Program (Department). All revenue received from CDBG funded activities are required to be used per this adopted plan.

DISTRIBUTION OF PROGRAM INCOME

*Introduction: There are six (6) methods of distribution for PI listed below. The four (4) non-Revolving Loan Account obligation methods are optional and can be used on a case-by-case basis as needed for activity funding by the Jurisdiction.*

*The use of one or more Revolving Loan Account (RLA) is mandatory under this adopted PI Reuse Plan.*

The \_\_\_\_\_ certifies that PI will only be distributed, as follows:

1. **Deposit into Revolving Loan Accounts (RLAs)**

The following RLAs are hereby established to utilize the \_\_\_\_\_ PI. *If an RLA activity is not going to be utilized, zero percent (0%) is to be indicated in percentage area below.* One or more of the RLAs will be utilized annually. The allocation of received PI to each RLA is as follows:

- A. \_\_\_\_\_ (*insert percentage, 0 to 100 percent (0%-100%)*) of PI received will be deposited into the **Housing Rehabilitation – Single Family (1-4 Units) Revolving Loan Account (HR-RLA)**.
- B. \_\_\_\_\_ (*insert percentage, 0 to 100 percent (0%-100%)*) of PI received will be deposited into the **Homeownership Assistance Revolving Loan Account (HA-RLA)**.
- C. \_\_\_\_\_ (*insert percentage, 0 to 100 percent (0%-100%)*) of PI received will be deposited into the **Business Assistance Revolving Loan Account (BA-RLA)**.
- D. \_\_\_\_\_ (*insert percentage, 0 to 100 percent (0%-100%)*) of Received PI will be deposited into the **Microenterprise Financial Assistance Revolving Loan Account (ME-RLA)**.

2. **PI Waiver Activity**

The \_\_\_\_\_ may utilize the Department’s PI Waiver process to commit PI to eligible activities that are not considered RLAs. The \_\_\_\_\_ will follow all PI Waiver procedural requirements as stated in the Program Income chapter of the Grant Management Manual (GMM). The \_\_\_\_\_ will obtain prior Department approval before expending any PI funds on a Waiver project. A PI Waiver project can only be approved if the total project/program cost for the proposed activity is on hand in the Jurisdiction’s PI account. The \_\_\_\_\_ understands that PI Waiver activities are limited to two “active” projects and/or programs and will remain active until close out has been completed and approved by the Department.

3. **Committal to Funding Application**

The \_\_\_\_\_ may choose to commit non-obligated RLA funds to one or more activities in an annual CDBG application for funding. Committed PI can only be expended when application and activities with committed PI are awarded, contracted, and have all special conditions cleared. PI committed to an application for grant funding must have the PI on hand at the time of application submittal and may not remove or add to the PI amount committed without prior Department approval.



**4. Augmenting Funding to An Awarded Activity/Project**

\_\_\_\_\_ may request that the Department allow PI to be added to a funded activity/project due to a funding short fall. To obtain Department approval, the \_\_\_\_\_ will submit justification to their CDBG Representative outlining in detail the need/reason for the augmentation of funding.

If the Department approves the augmentation (requires a Department contract amendment) the \_\_\_\_\_ would need to complete a Citizen Participation process before the Department would begin a contract amendment process.

This option only applies to awarded activities/projects and the Department will not approve adding a new activity to an awarded contract.

**5. Fund Program Income General Administration (PI GA) Activities**

The \_\_\_\_\_ may set aside up to seventeen percent (17%) of PI received from activities funded with CDBG funds for payment of eligible General Administration costs. The \_\_\_\_\_ may choose to move the PI GA to eligible CDBG activities, as noted above, but once the funds are removed from the PI GA account they cannot be put back at a later date.

**6. Return to the Department**

The \_\_\_\_\_ has the option to return PI back to the Department.

ADMINISTRATIVE PROCESS FOR DISTRIBUTION OF  
PROGRAM INCOME

*Introduction: CDBG is a federal funding source and requires a Citizen Participation process as part of utilizing any of the six (6) methods of distribution for PI listed above.*

*Below is a general description of how to conduct proper Citizen Participation process for each of the six (6) distribution methods. See the Department's current Grant Management Manual (GMM) Chapter on Citizen Participation for specific information and sample documents.*

\_\_\_\_\_ certifies that:

1. The PI Reuse Plan will be formally adopted via public hearing and resolution of \_\_\_\_\_'s Governing Body, executed by Authorized Representative and fully executed by the Department. After the PI Reuse Plan is executed, the Jurisdiction reserves the right to set aside up to seventeen percent (17%) of PI received for payment of eligible GA costs. RLA activities which have PI funds being deposited into them may be activated with written Departmental approval.

The PI Reuse Plan may be amended by the \_\_\_\_\_'s Governing Body to change the distribution percentages in a RLA via public hearing and resolution, and receipt of the Department's written approval.

2. All PI Waiver requests will be submitted for the Department's written approval. After the Department's review of the activity for Eligibility and National Objective compliance, the PI Waiver will be formally adopted via public hearing and resolution of the \_\_\_\_\_'s Governing Body, as part of the PI Waiver Special Condition Clearance process.
3. PI committed to an open CDBG Contract to augment funding for an activity or committed to a pending application for grant funds will be formally adopted via public hearing and approval via resolution for an annual application submittal. Department approval and PI must be on hand.
4. Once a PI Reuse Plan has been executed by the Department, it is then in effect. GA PI funds can then be expended for eligible costs. GA PI funds will not be expended once the Reuse Plan is terminated by either party or the Reuse Plan has reached the 5 year expiration.
5. PI will be returned to the Department after a public hearing and formal resolution is passed by the \_\_\_\_\_'s Governing Body.
6. Each of the above administrative processes must be in compliance with the CDBG Citizen Participation process as specified in federal regulations at 24 CFR 570.486, Local Government Requirements.

#### ADMINISTRATION OF ELIGIBLE ACTIVITIES AFTER DISTRIBUTION

*Introduction: Administration of all CDBG eligible activities conducted under the distribution methods must be conducted in compliance with all current State and federal regulations and policies.*

*The \_\_\_\_\_ will follow the Department's guidance for administering RLA activities, PI Waiver activities, or activities funded with PI committed to an open grant contract per the Department's current GMM Chapter regarding PI.*

*If ineligible activities or costs are paid for with CDBG PI, those funds must be returned to the \_\_\_\_\_ PI account using local jurisdiction funds.*

#### **1. RLA Administration**

The \_\_\_\_\_ certifies that the four RLAs under this PI Reuse Plan will be administered under the following criteria:

- A. RLAs with a balance must be "**substantially revolving**," which means on an annual basis at least 60 percent (60%) of the funds in an RLA must be used for loans which will be repaid to a PI account, based on the distribution noted in this plan. Up to the remaining 40 percent (40%) may be expended on non-revolving activities, which include Activity Delivery (AD), and grants for the same activity as the RLA.

**Note: General Administration costs are not considered part of the jurisdiction's RLA Activities and should not be used in the consideration of "substantially revolving".**

- B. A RLA which is the same activity as any funded open grant activity will be "substantially expended" before grant funds are requested for the grant activity.

The Department considers "**substantially expended**", to mean having no more than \$5,000 in a RLA.

- C. PI funds shall not be transferred between RLAs after execution of this Plan without following the proper CDBG Citizen Participation process, which includes a public hearing resulting in a certified resolution being submitted to the Department for written approval. However, the transfer of PI between RLAs each fiscal year, in the aggregate amount of \$5,000 or less, is not be subject to the Citizen Participation requirement, as stated above; but does require prior written Department approval.

- D. All PI funded activities shall be provided to project activities located within the boundaries of the \_\_\_\_\_.

If an additional jurisdiction(s) receives benefit, a Joint Power's Agreement (JPA) between Jurisdictions(s) is required. The \_\_\_\_\_ must receive written approval from the Department prior to implementation and prior to parties' execution of the JPA between the parties.

- E. The \_\_\_\_\_ will submit program guidelines specific to each RLA activity for written Department approval. Once approval is issued to the Jurisdiction, the RLA will then be deemed active.

- F. This PI Reuse Plan will not be executed by the Department until all RLAs have clear distribution percentages listed above, and have Department approved program guidelines.

All CDBG PI Reuse Plans are limited to a five (5) year term from the date of execution.

PI funds within an RLA cannot be expended until this PI Reuse Plan is executed.

- G. Reporting on RLAs and other PI Activities will be required per the Department's current policies, including financial accounting of PI received and expended for RLAs and other PI Activities. Additionally, PI performance (National Objective data and beneficiary demographics) reported as HUD required accomplishment information will be required to be submitted in a timely manner or the Jurisdiction understands that it will be required to repay a PI account for ineligible cost or activities.

- H. AD costs are **only eligible** if one or more projects are funded and accomplishments (such as beneficiaries), for those activity(ies), on an annual basis, are reported on.

## 2. **Eligible RLA Activities**

The four (4) RLA(s) listed below each have a single eligible CDBG program activity. The \_\_\_\_\_ certifies that all CDBG rules pertaining to each eligible activity will be followed.

### A. **Housing Rehabilitation Revolving Loan Account**

The CDBG eligible activity under this RLA is a single-family housing rehabilitation program. The program will be used for the purpose of making loans to rehabilitate residential units (1-4 units), occupied by income eligible households. The CDBG National Objective of benefit to Low/Moderate-income (Low/Mod) households will be met by limiting program participants to households that have an annual income at or below eighty percent (80%) of HUD median income limits for the \_\_\_\_\_'s **county**. Households will be income qualified based on the income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Rehabilitation of "projects" (projects with five (5) or more units on one site) is not allowed under this RLA. Projects with five or more units must be funded via the annual grant process or through the PI Waiver process.

Jurisdictions wishing to include tenant occupied projects for the Housing Rehabilitation program must submit separate (distinguishable from the Owner Occupied Housing Rehabilitation guidelines) guidelines outlining the unique tenant occupied rules and processes.

The review and funding of requests for CDBG loans or grant assistance under this RLA shall be conducted under the Housing Rehabilitation Program Guidelines that have been adopted by \_\_\_\_\_ and approved in writing by the Department.

No more than 19 percent (19%) of program funds expended from this RLA shall be used for AD costs.

### B. **Homeownership Assistance (Homebuyer) Revolving Loan Account**

The CDBG eligible activity under this RLA is acquisition of single family housing. The program will be used for the purpose of making loans to assist income eligible homebuyers to purchase a residential property (1-4 units). The CDBG National Objective of benefit to Low/Mod-income households will be met by limiting program participants to households that have an annual income at or below eighty percent (80%) of HUD median income limits. Households will be income qualified based on income calculation method specified in 24 CFR Part 5 and in accord with the Department's Income Manual.

The review and funding of requests for CDBG loans or grant assistance under this RLA shall be conducted under the Homeownership Assistance Program Guidelines that have been adopted by the \_\_\_\_\_ and approved in writing by the Department.

No more than 8 percent (8%) of the funds expended from this RLA shall be used for AD costs.

**C. Business Assistance Revolving Loan Account**

The CDBG eligible activity of Special Economic Development will be conducted under this RLA. Specifically, the RLA will fund a business assistance program that provides direct financial assistance for eligible businesses that propose projects which create or retain permanent jobs. The CDBG National Objective being met by the Special Economic Development activity will typically be benefit to Low/Mod-income persons. As such, at least fifty one percent (51%) of the full time job positions created or retained will be made available to persons whose households have an annual income at or below 80 percent (80%) or less of the \_\_\_\_\_'s **county** median income. Income eligibility is based on the income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Business assistance projects under this RLA program may also meet the National Objective of elimination of slums and blight, but this must be approved by the Department in writing as part of the initial business's loan application.

Local review and underwriting of business assistance projects requesting a CDBG loan under this RLA shall be conducted under the Business Assistance Program Guidelines that have been adopted by \_\_\_\_\_ and approved in writing by the Department.

Each individual project funding request made under this RLA program must be submitted for Department review and written approval, prior to closing the loan.

No more than 15 percent (15%) of the total funds expended for business assistance activities shall be used for AD costs.

**D. Microenterprise Assistance Revolving Loan Account**

The CDBG eligible activity of direct financial assistance to eligible microenterprise businesses will be conducted under this RLA. Specifically, the RLA will fund a microenterprise direct financial assistance program that provides financial assistance to start up or existing microenterprise businesses. Eligible businesses must meet the HUD definition of microenterprise. A microenterprise is defined as a business that has five (5) or fewer employees including the owner(s). The only CDBG National Objective which will be used for this activity is benefit to Low/Mod-income households. As such, micro business owners assisted

under this program must be documented as having an annual household income at or below 80 percent (80%) of the Jurisdiction's **county** median income, based on income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Local review and underwriting of microenterprise business assistance projects requesting a CDBG loan or grant under this RLA shall be conducted under the Microenterprise Financial Assistance Program Guidelines that have been adopted by the \_\_\_\_\_ and approved in writing by the Department.

Each individual project funding request made under this RLA program must be submitted for Department review and written approval, prior to closing the loan.

No more than 15 percent (15%) of the total funds expended for business assistance activities shall be used for AD costs.

**3. Administration of Non-RLA Program Income Expenditures**

**A. Program Income Waiver Eligible Activities**

\_\_\_\_\_ certifies that the PI Waiver Submission Process below will be followed if a PI Waiver is to be requested:

- 1) This process will involve discussion at a properly noticed public hearing, held in front of the \_\_\_\_\_'s Governing Body, and submission of a Certified Resolution as part of a PI Waiver Request to the Department, in accordance with current Department policy, and any subsequent policy, regulation, or statutory-guidance, in writing, from The Department.
- 2) Final commitment and expenditure of PI Waiver funds will not commence until clearance of all required Special Conditions have been met, and written Department approval has been issued to the \_\_\_\_\_.
- 3) Reporting on PI Waiver activities will take place per current Departmental policies and include financial accounting of PI received and expended for PI Waivers and PI Waiver activity performance.
- 4) PI Waiver activities must be fully funded with program income already on hand. Therefore, future PI may not be pledged to the PI Waiver activity.
- 5) Only two (2) PI Waiver agreements may be open and active at any one time.

**B. Program Income Committed in an Annual Grant Application and Included in an Open Grant Agreement**

\_\_\_\_\_ certifies that the PI Committed to a funded Annual CDBG Application will be:

- 1) Funded with PI currently on hand;  
***Future PI may not be pledged to an open grant activity.***
- 2) Expended first and prior to requesting grant funds;
- 3) Administered in accordance with terms and conditions of the grant contract with the Department; and,
- 4) Reported using the Department's current PI and fiscal reporting forms. All PI activity performance data will be reported using grant and fiscal reports.

**C. Program Income Added to an Existing Open Grant**

\_\_\_\_\_ certifies that the PI committed to an existing CDBG Grant will be:

- 1) Approved by the Department, with a Grant Amendment fully executed before PI can be committed to a grant activity.
- 2) Funded with PI currently on hand.  
***Future PI may not be pledged to an open grant activity.***
- 3) Expended first and prior to requesting grant funds.
- 4) Administered in accordance with terms and conditions of the grant contract with the Department.
- 5) Reported using the Department's current PI and fiscal reporting forms. All PI activity performance data will be reported using grant and fiscal reports.

**4. Program Income General Administration (PI GA) Cost Limitation and Activities**

\_\_\_\_\_ certifies that no more than 17 percent (17%) of the total amount of PI received annually will be expended for PI GA costs. These funds will accumulate annually and be carried from one fiscal year to the next if unexpended.

If more funds are expended than what is available in PI GA, the Jurisdiction will be required to return the over-expended GA amount back into their PI Account. *Additionally, any ineligible PI GA costs will also be required to be returned to their PI Account.*

GA eligible costs for PI are the same as open grant agreements with the Department. See the current CDBG Grant Management Manual (GMM) for list of eligible activities and allowable costs.

PI GA activity costs will be reflected on fiscal reports submitted to the Department as per current reporting forms and policies.

**A. Planning Activities**

The \_\_\_\_\_ reserves the option of utilizing PI, within the 17 percent (17%) PI GA annual cap to fund planning studies for CDBG eligible activities.

All proposed planning activities must receive written Department approval prior to expending PI on the activity.

Eligible planning activities funded with PI are the same as open grant agreements with the Department. See current NOFA for a list of eligible planning studies.

All planning activities must have a final product (report or study) resulting from the expenditure of PI.

Upon completion of the planning activity, the study must be formally accepted by the Jurisdiction and submitted to the Department for review.

The planning activity costs will be reflected on fiscal reports submitted to the Department.

**B. Loan Portfolio and Asset Management Policies and Costs**

The \_\_\_\_\_ certifies that it has asset management policies and loan portfolio servicing policies that are in compliance with HUD standards per 24 CFR Part 570. The use of CDBG funds creates public financial assets. The public financial assets created can be in the form of loans or other repayment instruments which result in PI. Financial assets may also be in the form of real property or chattel (equipment and fixtures). All assets created from the use of CDBG funds must be administered in compliance with OMB Circulars A-87, A-122 A-133, 24 CFR Part 85.

Loan payment tracking and collection systems must be put in place for collection purposes of all loans funded with CDBG. In addition, loan servicing policies and procedures must be in place to service the loan assets, ensuring repayment.

Costs of managing the portfolio of CDBG funded loans may be charged to PI under GA within the allowable limits set by the Department.



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## SECTION TWO: JURISDICTION ASSERTIONS AND CERTIFICATIONS

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### 1. Requirements of Program Income

The PI Reuse Plan is intended to satisfy the requirements specified in federal statute and regulation at Section 104(j) of the Housing and Community Development Act ("the Act"), as amended in 1992 and 24 CFR 570.489(e) and (f). These statutory and regulatory sections permit a unit of local government to retain PI for CDBG-eligible community development activities. Under federal guidelines adopted by the State of California's CDBG Program, local governments are permitted to retain PI as long as the local government has received advance approval from the State of a local plan that will govern the expenditure of the PI. This plan has been developed to meet that requirement.

\_\_\_\_\_ certifies that their PI will be used to fund eligible CDBG activities that meet a National Objective and any public benefit requirements. Eligible activities, National Objective and public benefit requirements are specified in Federal Statute at Sections 104(b), 105(a) of The Housing and Community Development Act of 1974, and in Federal Regulations at 24 CFR 570.482 and 24 CFR 570.483. The Jurisdiction understands, if it is determined that an activity/project funded with PI that does not meet a National Objective and/or meet the public benefit requirement, the Jurisdiction will be required to use its own local funds to repay the PI Account.

### 2. Definition of Program Income

"Program Income" means gross income earned by the Jurisdiction from grant-funded activities and is subject to CDBG regulatory requirements pursuant to 24 CFR, Part 570.489(e) - Program Administrative Requirements as amended in the CDBG Final Rule, 24 CFR, Part 570.504 - Program Income, 24 CFR Part 85 – Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circulars A-87 and A-122 as applicable. These regulations include the requirement that the Jurisdiction record the receipt and expenditure of PI as part of the financial transactions of the grant activity(ies).

For activities generating PI that are only partially funded with CDBG funds, such income is prorated to reflect the actual percentage of CDBG participation. Examples of PI include but are not limited to: payments of principal and interest on housing rehabilitation or business loans made using CDBG funds; interest earned on PI pending its disposition; interest earned on funds that have been placed in a revolving loan account; net proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; and, income (net of costs that are incidental to the generation of the income) from the use or rental of real property that has been acquired, constructed or improved with CDBG funds and that is owned (in whole or in part) by the participating jurisdiction or sub-recipient.

### **3. Federal Nature of Program Income**

\_\_\_\_\_ certifies that per 24 CFR 570.489(e)(2)(i), as amended in the CDBG Final Rule May 23, 2012, all PI received through a RLA, will be counted as PI regardless of the amount, and all PI generated through an open grant that is \$35,000 or less may either be:

- A. Counted and reported as PI, allowing the Jurisdiction to include that amount in its PI GA (17%) calculation; or,
- B. Not counted as PI and reported as such, which “de-federalizes” the funds, and allows them to be deposited into the Jurisdiction’s General Fund. Supporting accounting records and documentation must be in the Jurisdiction’s file to substantiate the calculations reported.

If PI is generated from a loan that is made partially from a RLA and partially from another source, then the PI accounting and reporting must reflect the correct amounts and proportions of PI from the RLA (counted and reported as PI Income) versus the amount generated from the other source, which may be accounted for and reported using either of the methods above.

### **4. Definition of Excessive Program Income**

\_\_\_\_\_ certifies that if there is excessive PI (\$500,000 or more), which includes GA, at the end of the fiscal year they will be required to submit a plan (included in the Reporting form) for expending the funds to the Department for review and approval. The \_\_\_\_\_ understands that if no plan is submitted, or the plan is not approved by the Department, it risks having to return the PI to the Department. The \_\_\_\_\_ agrees to use the Semi Annual PI Report forms to describe the reason(s) for the excessive amount and the method(s)/plan(s)/reason(s) the \_\_\_\_\_ will use to reduce the amount over the coming year.

Should the Jurisdiction choose to ‘accumulate’ PI to fund a project that will cost more than \$500,000, the Jurisdiction must identify the project in their Semi Annual PI Report form with a detailed narrative about the project and the expected timing for the project to start and complete, with completion including the meeting of a national objective. Approval of a PI balance above \$500,000 will be made on a case-by-case basis.

### **5. Reporting of Program Income**

\_\_\_\_\_ certifies that CDBG PI will be accounted for using the Department’s fiscal year (July 1 to June 30). All receipts and expenditures of PI in accordance with this PI Reuse Plan will be monitored and reported per the Department’s fiscal year cycle. \_\_\_\_\_ certifies that they will report using the Department’s reports/forms and will submit them in a timely manner.

**6. Duration of This Program Income Reuse Plan**

\_\_\_\_\_ and the Jurisdiction's Governing Body understand that this document is effective for five (5) years from the execution date by the authorized CDBG representative listed in this Agreement unless otherwise notified by the Department.. The Department has the Authority to void the Agreement with notice for cause.

**7. Status of Program Income Upon Leaving State Non-Entitlement CDBG Program and Entering the CDBG Entitlement Program**

\_\_\_\_\_ certifies that the Jurisdiction's Governing Body may move the PI earned under the State program to the Entitlement Program if/when the Jurisdiction is authorized and chooses to participate in the CDBG Entitlement Program provided the Jurisdiction's Governing Body certifies that the \_\_\_\_\_ has:

- A. Officially elected to participate in the Entitlement Grant Program;
- B. Agrees to use such PI in accordance with Entitlement Program requirements; and,
- C. Sets up Integrated Disbursement Information System (IDIS) access and agrees to enter receipt of PI into IDIS.
- D. The \_\_\_\_\_ submits the above to the State and receives the Department's approval to no longer report State CDBG PI to the Department.

**8. Status of Program Income Upon Entering the State Non-Entitlement CDBG Program from the Entitlement CDBG Program**

\_\_\_\_\_ certifies that the Jurisdiction's Governing Body will inform the Department in writing of the Jurisdiction's decision to either:

- A. Retain program income generated under Entitlement grants and continue to comply with Entitlement program requirements for program income; or
- B. Retain the program income and transfer it to the State CDBG program, in which case the Jurisdiction will certify that it will comply with the state's rules for program income and the requirements of 24 CFR 570.489(e) and (f).

**9. Amendment of PI Reuse Plan**

\_\_\_\_\_ certifies that it will adopt and submit for Department written approval a new version of this plan as updates are released by the Department.

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## **SECTION THREE: DEPARTMENT TERMS, CONDITIONS AND AUTHORIZATION**

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**TERMS AND CONDITIONS:** \_\_\_\_\_ certifies that all terms and conditions listed below have been read and understood, and will be implemented and followed:

**1. Authority & Purpose**

This Agreement provides official notification of the Jurisdiction's PI Reuse Plan's (hereinafter, "PI Reuse Plan") approval under the State's administration of the Federal Community Development Block Grant Program (hereinafter, "CDBG" or "the Program") for Non-entitlement jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program.

In accepting the PI Reuse Plan Approval, the Jurisdiction agrees to comply with the terms and conditions of this Agreement, all exhibits hereto and the representations contained in the Jurisdiction's PI Reuse Plan. Any changes made to the PI Reuse Plan after this Agreement is accepted must receive prior written approval from the Department of Housing and Community Development (Department).

**2. Distribution for Reuse of PI**

A. The Jurisdiction shall perform PI funded activities as described in the Distribution for Reuse in the PI Reuse Plan. All written materials or alterations submitted as addenda to the original PI Reuse Plan and which are approved in writing by the Department are hereby incorporated as part of the PI Reuse Plan.

The Department reserves the right to require the Jurisdiction to modify any or all parts of the PI Reuse Plan in order to comply with CDBG requirements. The Department reserves the right to review and approve all Work to be performed by the Jurisdiction in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made in writing by the Department.

B. The PI funded activities shall principally benefit Low/Mod-income persons or households (Low/Mod) whose income is no more than 80 percent (80%) of the median area income.

**3. Sufficiency of Funds and Termination**

The Department may terminate this Agreement at any time for cause by giving at least 14 days written notice to the Jurisdiction. Termination shall consist of violations of any terms and/or special conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority.

**4. Meeting National Objectives**

All activities performed under this Agreement must meet one of the National Objectives determined by the HUD regulations as included in the Application authorized under Title I of the Housing and Community Development Act of 1974, as amended.

- A. Benefit to HUD defined Low/Mod-income person or household (LMI). The term Low/Mod-income is defined under CDBG as no more than 80 percent (80%) of the median area income, as determined by HUD, per Federal Regulation 24 CFR, Part 570.483(b); and/or;
- B. Prevention or elimination of slums or blight. In order for an activity to meet the National Objective of elimination of slums and blight, the activity must take place in an area that meets the definition of a blighted area and the project must be shown to eliminate blight or prevent further blight per Federal Regulation 24 CFR, Part 570.483(c).
- C. For Microenterprise Assistance activities, the Jurisdiction must only meet the benefit to Low/Mod-income person or household (LMI) National Objective.

**5. Inspections of Activities**

- A. The Department reserves the right to inspect any activity(ies) performed hereunder to verify that the activity(ies) is in accordance with the applicable federal, State and/or local requirements and this Agreement.
- B. The Jurisdiction shall inspect any activity performed by contractors and subrecipients hereunder to ensure that the activity(ies) is in accordance with the applicable federal, State and/or local requirements and this Agreement.

The Jurisdiction agrees to require that all activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

**6. Insurance**

The Jurisdiction shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Jurisdiction and the Department to be necessary for specific components of the activity(ies) described in this Reuse Plan.

## 7. **Contractors and Subrecipients**

- A. The Jurisdiction shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- 1) Contractors are defined as program operators or construction contractors who are procured competitively.
  - 2) Subrecipients are defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive CDBG funds from an awarded jurisdiction to undertake eligible activities.
- B. An agreement between the Jurisdiction and any contractor or subrecipient shall require:
- 1) Compliance with the applicable State and federal requirements of this Agreement, which pertain to, among other things, labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
  - 2) Maintenance of, at minimum, the State-required Workers' Compensation Insurance for those employees who will perform the activity(ies) or any part of it.
  - 3) Maintenance of, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the activity(ies) or any part of it.
  - 4) Compliance with the applicable Equal Opportunity Requirements described in this Agreement.
- C. Contractors shall:
- 1) Perform the activity(ies) in accordance with federal, State and local housing and building codes, as are applicable.
  - 2) Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.

D. Subrecipients shall:

- 1) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later.
- 2) Permit the State, federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

**8. Obligations of the Jurisdiction with Respect to Certain Third Party Relationships**

The Jurisdiction shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Activities funded under this agreement with respect to which assistance is being provided under this Agreement to the Jurisdiction.

The Jurisdiction shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Jurisdiction, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974.

**9. Periodic Reporting Requirements**

During the term of this Agreement, the Jurisdiction must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Jurisdiction's performance under this Agreement will be based, in part, on whether it has submitted the reports on a timely basis.

- A. Semi-Annual PI Expenditure/Performance Report: Submit by January 31 and July 31 of each year regardless of whether or not the Jurisdiction has any unspent PI. PI Waivers or open Grants with no accomplishment are not excluded to the reporting requirement.
- B. Annual Federal Overlay Reporting: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State Fiscal Year. Annual Reporting includes but is not limited to: Section 3, and Minority Owned Business/Women Owned Business (MBE/WBE).

- C. Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.
- D. Any other reports that may be required as a Special Condition of this Agreement.

## 10. **Monitoring Requirements**

The Department shall perform a program and/or fiscal monitoring of the activity(ies). The Jurisdiction shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Jurisdiction's performance score on future applications.

Additionally, the Department reserve the right to suspend a jurisdiction's authority to expend PI (Waiver, RLA and/or PI attached to an open grant) based on significant compliance issues, reporting concerns or serious lack of cooperation in clearing PI monitoring findings.

## 11. **Signs**

If the Jurisdiction places signs stating that the Department is providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

## 12. **Audit/Retention and Inspection of Records**

- A. The Jurisdiction must have intact, auditable fiscal records at all times. If the Jurisdiction is found to have missing audit reports from the SCO during the term of this Agreement, the Jurisdiction will be required to submit a plan to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Jurisdiction will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Jurisdiction's audit completion plan is subject to prior review and approval by the Department.
- B. The Jurisdiction agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Jurisdiction agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Jurisdiction further agrees to maintain such records for a period of five (5) years after final



payment under this Agreement. The Jurisdiction shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Jurisdiction.
- D. Absent fraud or mistake on the part of the Department, the determination by the Department of the allowability of any expenditure shall be final.
- E. For the purposes of annual audits under OMB Circular A-133 (The United States Office of Management and Budget Circular for Audits of States and Local Governments), Jurisdiction shall use the Federal Catalog Number 14.228 for the State CDBG Program.
- F. Notwithstanding the foregoing, the Department will not reimburse the Jurisdiction for any audit cost incurred after the expenditure deadline of this Agreement.
- G. The jurisdiction understands that the expenditure of PI is covered under the OMB A-133 Single Audit Requirements and will meet all these requirements and report said PI Expenditure along with grant funds each fiscal year.

**13. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials**

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

**14. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Jurisdiction of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

**15. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Jurisdiction shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

**16. Lead-Based Paint Hazards**

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the Jurisdiction with assistance provided under this Agreement shall be made subject to the provisions for the elimination or mitigation of lead-based paint hazards under these Regulations. The Jurisdiction shall be responsible for the notifications, inspections, and clearance certifications required under these Regulations.

**17. Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Jurisdiction shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement “construction work” includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the “construction contract”). Where the construction contract will be between the Jurisdiction and a licensed building contractor, the Jurisdiction shall serve as the “awarding body” as that term is defined in the LC. Where the Jurisdiction will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the “awarding body.” Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

**18. Compliance with State and Federal Laws and Regulations**

- A. The Jurisdiction agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Jurisdiction, its subcontractors, contractors or subcontractors, and the Reuse activity(ies), and any other State provisions as set forth in this Agreement.
- B. The Jurisdiction agrees to comply with all federal laws and regulations applicable to the CDBG Program and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

**19. Anti-Lobbying Certification**

The Jurisdiction shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this activity(ies) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and,
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

**20. Bonus or Commission, Prohibition Against Payments of**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. The Department's approval of the Applications for additional assistance; or,
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

**21. Citizen Participation**

The Jurisdiction is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

**22. Clean Air and Water Acts**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

**23. Conflict of Interest of Certain Federal Officials**

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

**24. Environmental Requirements**

The Jurisdiction shall comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedures contained in 24 CFR, Part 58. The Jurisdiction shall not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until HUD or the Department has issued an environmental clearance.

## 25. Equal Opportunity

### A. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances

During the performance of this agreement, the Jurisdiction assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

### B. Rehabilitation Act of 1973 and the "504 Coordinator"

The Jurisdiction further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR, Part 8, including, but not limited to, for Jurisdiction's with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

### C. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance

- 1) The activity(ies) to be performed under this Agreement are subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).
- 2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 3) The Jurisdiction will include these Section 3 clauses in every contract and subcontract for Work in connection with the activity(ies) and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that the Jurisdiction or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135 and, will not let any contract unless the Jurisdiction or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- 4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the activity(ies), binding upon the Jurisdiction, its successors, and assigns. Failure to fulfill these requirements shall subject the Jurisdiction, its contractors and subcontractors and its successors, to such sanctions as are specified by 24 CFR, Part 135 and those sanctions specified by this Agreement.

D. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or More

The Jurisdiction hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Jurisdiction furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

**26. Flood Disaster Protection**

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3 (a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said Act.
- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.
- C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required

notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

## **27. Federal Labor Standards Provisions**

The Jurisdiction shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.
- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Jurisdiction shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

## **28. Procurement**

The Jurisdiction shall comply with the procurement provisions in 24 CFR, Part 85.36: Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

## **29. Non-Performance**

The Department shall review the actual National Objective and/or Public Benefit achievements of the Jurisdiction. In the event that the National Objective and/or Public Benefit requirements are not met, the Department will require the recapture of the entire PI expended on that project/activity. Additional remedies may include suspending the Jurisdiction's authority to use PI funds until the Jurisdiction has developed capacity to ensure future PI funds will be used for eligible activities that will meet a National Objective.

**30. Relocation, Displacement, and Acquisition**

The provisions of the Uniform Relocation Act, as amended, 49 CFR, Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any acquisition of real property is carried out by the Jurisdiction and assisted in whole or in part by funds allocated by CDBG.

**31. Uniform Administrative Requirements**

The Jurisdiction shall comply with applicable Uniform Administrative Requirements as described in 24 CFR, Section 570.502, including cited Sections of 24 CFR, Part 85.

**32. Section 3**

The Jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing Regulations at 24 CFR, Part 135.

**33. Affirmatively Furthering Fair Housing**

The Jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the Jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

**34. General Contract Conditions**

The following conditions apply to all activities, including set aside activities. The Jurisdiction must meet the conditions within ninety (90) days of this Agreement's execution. Failure to meet the following Special Conditions may result in termination of this Agreement.

A. Environmental Compliance

The Jurisdiction shall have satisfied all National Environmental Policy Act (NEPA) requirements and California Environmental Quality Act (CEQA) requirements. CEQA shall be approved by the Jurisdiction. The level of compliance varies by activity. NEPA review must be completed by the Jurisdiction for each activity and approved in writing by Department staff prior to incurring costs on the activity(ies).

B. Acquisition/Relocation Compliance

The Jurisdiction must document its compliance with the Uniform Relocation Act, Section 104(d) before release of funds by the Department. The Jurisdiction must submit a specific relocation assistance plan for each activity which may result in temporary or permanent displacement. For projects where there will be temporary or permanent displacement, the Jurisdiction must submit signed General Information Notices (GINs) from



each tenant who was residing in the project at the time of Application submittal. If the Jurisdiction believes that there will be no displacement as a result of their activities, they must submit a letter explaining why no displacement or relocation will occur, which will be subject to written approval by the Department.

C. Site Control

The Jurisdiction shall demonstrate site control of the proposed project property by submitting evidence of one or more of the following to the Department:

- 1) Fee title;
- 2) A leasehold interest on the project property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with all Program requirements;
- 3) An option to purchase or lease;
- 4) A disposition and development agreement with a public agency;
- 5) A land sale contract, or other enforceable agreement for the acquisition of the property; or,
- 6) All easements and right-of-ways (required for completion of the CDBG project) must be obtained.

D. Funding Commitments and Project Cost Estimates

All funding required for project completion must be documented and committed. If all funding is not committed, the Department shall terminate this Agreement. If the Jurisdiction has applied for other funding prior to the execution of this Agreement, the Jurisdiction must notify the Department as soon as that application is approved or denied. If the Jurisdiction must apply for other funding after the execution date of this Agreement, the Jurisdiction must apply at the earliest possible opportunity offered by the other funding source(s) and notify the Department as soon as that application is approved or denied.

A current third-party cost estimate must be provided by the engineer or architect for the project.

E. Activity Administration Documentation

There are four methods of administering and/or completing RLA activities:

- 1) Use of in-house staff only;
- 2) Subrecipient agreement(s) with qualified non-profit(s);

- 3) Consultants/contractors/others obtained through federal procurement procedures; and,
- 4) Any combination of the above methods.

The Jurisdiction must provide the following documentation demonstrating that one or more of these methods were used for the GA of the RLA and for all activities carried out under this Agreement.

- 1) Use of in-house staff only: If not previously provided in the Application, submit staff resumes and duty statements that clearly identify that Jurisdiction staff has capacity and experience to complete administration of the proposed activities in the Application.
- 2) Subrecipient agreement(s) with qualified non-profit(s): Subrecipients, and their respective agreements with the Jurisdiction must adhere to all Program requirements. Submit the subrecipient agreement that was executed between the non-profit and the \_\_\_\_\_. (Submitting draft documents for review prior to execution is recommended.) The scope of work in the subrecipient agreement must match the description of activity in this Agreement. Any parts of the activity description in this Agreement not covered by the subrecipient agreement must have separate procurement information. If the subrecipient is using CDBG funds to hire other consultants or subrecipients to do part or all of the Work then the procurement documentation or additional subrecipient agreements must be provided to the Department for review and approval.
- 3) Consultants: Submit procurement documentation that all third-party consultants are procured in accordance with Federal Procurement Procedures and the Grant Management Manual, as follows:

A copy of the document used to notify prospective consultants, such as a Request for Proposal or similar document.

A list of all bid respondents, showing respondents' contact information and the dollar amount of each proposal.

A brief description of the process used to select the consultant/contractor/other, including the rationale for the selection.

Additional information may be found in the Grant Management Manual, Program Operators.

#### F. Compliance With All Loans and/or Grant Agreements

Pursuant to this Agreement, the Jurisdiction must comply with State and Federal Laws and Regulations that pertain to matters applicable to the Jurisdiction. Prior to disbursement of any funds under this Agreement, the

Jurisdiction shall be in compliance with all loan and/or grant agreements to which it is a party, which are administered by the Department.

G. Easements and Rights-of-Way

If required for the completion of a CDBG project, the Jurisdiction must obtain all easements and rights-of-ways required for completion of the CDBG project within twelve (12) months of execution of this Agreement. Failure to obtain these may result in termination of this Agreement.

H. Section 504 Accessibility Requirements

- 1) Section 504 Regulations apply when CDBG funds are used on a new construction housing or public facility project or when an existing public facility or housing project with fifteen (15) or more units is being purchased and/or “substantially” rehabilitated. Qualified CDBG assisted housing projects are required to have a certain percentage of the units designed for and accessible to persons with mobility and sensory impairments.
- 2) For a federally assisted new construction housing project, Section 504 requires five percent (5%) of the dwelling units, or at least one unit, whichever is greater, to meet Uniform Federal Accessibility Standards or a standard that is equivalent or stricter, for persons with mobility disabilities. An additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities.
- 3) Under Section 504, alterations are substantial (i.e. substantially rehabilitated ) if they are undertaken to a housing project that has 15 or more units and the cost of the alterations is seventy-five percent (75%) or more of the replacement cost of the completed facility; and require that a minimum of five percent (5%) of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with mobility disabilities and an additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with hearing or visual disabilities.
- 4) The Jurisdiction shall provide documentation satisfactory to the Department verifying that the required housing units or public facility described in the project comply with the accessibility standards. CDBG funds will not be released until the necessary documentation is provided. All CDBG funded programs must, to the greatest degree possible, be conducted in buildings which meet Section 504 accessibility standards.

I. Grantee's Data Universal Numbering System (DUNS)

The Jurisdiction shall provide the Department with a DUNS number for any contractor or subcontractor prior to release of any funds under this Agreement.

**35. Community Development Activity Conditions**

A. Homeownership Assistance

If the Work to be performed under this Agreement involves Homeownership Assistance, the following additional special conditions apply:

- 1) Program Guidelines: The Jurisdiction must submit a copy of its Homeownership Assistance Program Guidelines and its PI Re-Use Plan to the Department for review and approval within ninety (90) days of the execution date of this Agreement.
- 2) If the Jurisdiction proposed to assist homebuyers to purchase newly constructed units in its CDBG application under the Homeownership Assistance activity, the following requirements must be met:
  - a) The units must have been available for sale to the general public;
  - b) Development of the new subdivision must not be dependent upon the funding of the homebuyer loan;
  - c) CDBG funds shall not be used for construction; and,
  - d) Homeownership Assistance loans will not be approved prior to the foundation of the housing being in place.

B. Housing Rehabilitation

If the Work to be performed under this Agreement involves Housing Rehabilitation, the following additional special conditions apply:

- 1) Program Guidelines: The Jurisdiction must submit a copy of its Housing Rehabilitation Program Guidelines and its PI Re-Use Plan to the Department for review and approval.
- 2) Affordable Rent: If the Jurisdiction's Housing Rehabilitation Program provides for rehabilitating rental properties, the Jurisdiction must submit to the Department its provisions for assuring affordable rent for the LMI occupants. Jurisdiction may include this information as part of the Housing Rehabilitation Program Guidelines.

### **36. Economic Development Activity-Specific Conditions**

#### **A. Restrictions on CDBG-Assisted Public Property**

CDBG funds can be used by the Jurisdiction to purchase or rehabilitate public property. The change of use of real property provisions contained in 24 CFR 570.489(i) apply to real property within the unit of general local government's control (including activities undertaken by subrecipients), which was acquired or improved in whole or in part using CDBG funds in excess of the threshold for small purchase procurement (currently \$100,000). The restrictions shall apply from the date CDBG funds are first spent for the property until five (5) years after completion of the project. See the Federal Regulations for the full text of this regulation. The Jurisdiction must provide documentation of proper restriction on assisted property.

#### **B. Business Assistance Activity**

- 1) Jurisdictions implementing Business Assistance (BA) Loans, shall submit program guidelines that ensure compliance with CDBG underwriting requirements as described in 24 CFR 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements" and with public benefit requirements contained in 24 CFR 570.482(f).
- 2) Jurisdictions implementing a BA loan shall provide a written Employment Agreement required to be executed between the Jurisdiction and the business owner [requirements of the Employment Agreement are described in 24 CFR 570.506 (b), (5), and (6)]. The written Employment Agreement must include a commitment by the business that the jobs are to be created or retained by the termination date of this Agreement and that at least fifty-one percent (51%) of all jobs created or retained (on a FTE basis) will be held by LMI persons. The Employment Agreement shall specify that, prior to receiving assistance, the business shall agree to:
  - a) Provide a listing, by job title, of the permanent jobs projected to be created;
  - b) Identify which jobs, if any, are part-time and the annual hours of work for each position;
  - c) Identify which jobs are projected to be filled by LMI; and,
  - d) Provide periodic reporting (semi-annual) not limited to: listing jobs, by job title, of all the permanent jobs actually filled, and which of those jobs are held by members of the LMI.

C. Microenterprise Assistance Activities

- 1) Jurisdictions implementing a Microenterprise Assistance activity for technical assistance and/or microenterprise loans, shall submit program guidelines that ensure compliance with CDBG requirements. Specifically, guidelines must ensure that all beneficiaries of the program are eligible micro enterprises, per HUD definitions. A microenterprise must:
  - a) Have all owners of the business documented as meeting HUD family income eligibility standards; and,
  - b) Have documentation that the business's owners and employees are five (5) or fewer in number.
- 2) When implementing a Microenterprise Program, the program guidelines shall include the proposed benefits, eligible activities and ongoing evaluation of program services. The guidelines will include a Beneficiary Tracking Plan, which defines the goals; identifies the roles and responsibilities of the service providers; identifies the market and focuses the outreach; defines the screening and referral process; and, tracks the beneficiaries through the program's level of service. The Beneficiary Tracking Plan shall also describe the roles and responsibilities of the Jurisdiction and/or program operator for meeting the reporting requirements of the State CDBG Program.
- 3) When implementing a Microenterprise Program that is part of an integrally-related component of a larger project where non-LMI persons will be extended training and supportive services, shall submit guidelines including the methodology describing how CDBG funds will only be used towards the assistance of LMI to LMI persons under the Jurisdiction's activity.
- 4) Jurisdictions implementing a Microenterprise activity for loans to microenterprises made with Grant funds or PI funds, shall submit guidelines that ensure compliance with CDBG underwriting requirements as described in 24 CFR, Part 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements."
- 5) If under this Agreement, a Microenterprise Façade Improvement activity is being implemented, the Jurisdiction shall submit program guidelines that ensure compliance with CDBG National Objective requirements, as described in 24 CFR 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements."

D. Required Agreements for Assisted Businesses

The Jurisdiction shall execute a written agreement between the Jurisdiction and the business receiving CDBG funds (loans or grants) under this Agreement to ensure compliance with CDBG State and federal regulations. The written agreement shall contain language to ensure each business complies with the terms of this Agreement, Exhibit A, as well as each of the criteria as set forth in 24 CFR 570.506 (b)(4) and (c).

- 1) Each agreement between the Jurisdiction and the business(es) shall be submitted to the Department for review and written approval, prior to execution by the business and \_\_\_\_\_.
- 2) Each agreement shall require the business to report employee information periodically (semi-annual) to the Jurisdiction. The report shall list each job position by job title and number of annual hours worked and LMI status. The report shall list all the permanent jobs actually created or retained, and identify which of those job positions are held by members of the LMI. Additionally, the report shall include the demographics of job holders (ethnicity/race, disability, status, gender, and head of household status).
- 3) Each agreement shall require the business(es) submit a Data Universal Numbering System (DUNS) number and be verified as not being on the current federal debarred list, prior to receiving any CDBG financial assistance. The agreement shall require proof of proper insurance for secured collateral and protecting the Jurisdiction. The agreement shall reference this Agreement between the Department and the Jurisdiction. The agreement shall contain all other special conditions as directed by the Department or local loan committee. The agreement shall include but is not limited to the following conditions:
  - a) Maintaining a specific annual debt service level; and,
  - b) Requiring a quarterly review of the businesses financial statements with the owner and accounting staff.

**37. Community and Economic Development Planning Activities**

A. Non-Implementation Activity

In some cases, the Department may allow a Jurisdiction to first complete a Household Income Survey and/or a Market Study in order to document low-income benefit for the proposed study. In such cases, the Jurisdiction must conduct the survey according to CDBG standards and submit the survey for review and written approval by the Department, prior to initiating any further study activities. All Non-Implementing/Planning Activities pursuant to this Agreement must be funded with PI General Administration (PI GA).

B. Implementation Activity

Implementation Activities are not permitted under this Agreement using PI GA funds.

**Certified Approving Resolution Is Attached**

***I certify that the foregoing is true and correct, and will follow all requirements of this agreement. I understand that my certification also acknowledges that serious compliance issue with the above requirements could result in the State suspending \_\_\_\_\_ authority to expend PI or may require \_\_\_\_\_ to return unused PI to the State until the \_\_\_\_\_ clears the serious compliance issues.***

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of CDBG Section Chief

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Name of CDBG Section Chief





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 6, 2014

**TIME REQUIRED**

**SUBJECT** Closed Session--Human Resources

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL: /**

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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No Attachments Available

History

Time

Who

Approval

4/16/2014 5:27 PM	County Administrative Office	Yes
4/28/2014 2:08 PM	County Counsel	Yes
3/24/2014 3:46 PM	Finance	Yes



OFFICE OF THE CLERK  
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## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**TIME REQUIRED**

**SUBJECT**

Closed Session - Conference with  
Legal Counsel

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

### CONTACT NAME:

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#### History

Time	Who	Approval
4/24/2014 11:01 AM	County Administrative Office	Yes
4/28/2014 2:19 PM	County Counsel	Yes
4/28/2014 3:46 PM	Finance	Yes



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OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**TIME REQUIRED**

**SUBJECT**

Closed Session - Conference with  
Legal Counsel

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

### CONTACT NAME:

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4/24/2014 11:01 AM	County Administrative Office	Yes
4/28/2014 2:19 PM	County Counsel	Yes
4/28/2014 3:47 PM	Finance	Yes



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Print

**MEETING DATE**      May 6, 2014

**TIME REQUIRED**

**SUBJECT**              Closed Session - Conference with  
Legal Counsel

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Inland Aquaculture Group, LLC v. Mono County et al.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

SUBMIT THE ORIGINAL DOCUMENT WITH  
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4/24/2014 11:01 AM	County Administrative Office	Yes
4/28/2014 2:19 PM	County Counsel	Yes
4/28/2014 3:46 PM	Finance	Yes



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**REGULAR AGENDA REQUEST**

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**MEETING DATE**      May 6, 2014

**TIME REQUIRED**

**SUBJECT**              Closed Session - Conference with  
Legal Counsel

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Luman v. Mono County Personnel Appeals Board et al.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

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4/24/2014 11:01 AM	County Administrative Office	Yes
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4/28/2014 3:46 PM	Finance	Yes



OFFICE OF THE CLERK  
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## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**TIME REQUIRED**

**SUBJECT** Closed Session - Conference with  
Legal Counsel

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Mono County Personnel Appeals Board et al.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

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4/25/2014 3:12 PM	County Administrative Office	Yes
4/28/2014 2:19 PM	County Counsel	Yes
4/28/2014 3:47 PM	Finance	Yes



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## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 6, 2014

**TIME REQUIRED**

**SUBJECT**

Closed Session - Public Employment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Economic Development Director.

### RECOMMENDED ACTION:

### FISCAL IMPACT:

### CONTACT NAME:

PHONE/EMAIL: /

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**32 DAYS PRECEDING THE BOARD MEETING**

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4/29/2014 10:02 AM	County Administrative Office	Yes
4/29/2014 9:12 AM	County Counsel	Yes
4/30/2014 9:27 AM	Finance	Yes