



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

Regular Meeting July 15, 2014

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 . If you would like to receive an automatic copy of this agenda by email, please send your request to Linda Romero, Acting Clerk of the Board: lromero@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 Special Meeting held on June 27, 2014.

B. Board Minutes

Departments: Clerk of the Board

A. Approve Minutes of the Regular Meeting held on July 1, 2014.

3. PRESENTATIONS - 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. Medi-Cal Managed Care Services Agreements

Departments: Public Health and Behavioral Health

Proposed contracts (2) between Blue Cross of California Partnership Plan (BCCPP) and Mono County on behalf of its Public Health Department and between BCCPP and Mono County on behalf of its Behavioral Health Department. Proposed contracts (2) between California Health and Wellness and Mono County on behalf of its Public Health Department California Health and Wellness Plan and Mono County on behalf of its Behavioral Health Department to assure coordination between these Medi-Cal managed care organizations and county agencies. Medi-Cal managed care contractors are required by the California Department of Health Care Services to contract with Local Health Departments and Behavioral Health Services to make available certain services to their Members.

Recommended Action: Approve County entry into four proposed contracts and authorize Lynda Salcido, Public Health Director, to execute those two contracts related to the Department of Public Health on behalf of the County, and authorize Robin Roberts, Behavioral Health Director, to execute those two contracts related to the Department of Behavioral Health on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: There is no fiscal impact on either Public Health, Behavioral Health

or the General Fund.

B. Request to fill position

Departments: Probation

(Karin Humiston) - Requesting approval to recruit for a Deputy Probation Officer I/II position replacing Christine Cauble.

Recommended Action: Approval

Fiscal Impact: Approximately \$90,773 consisting of \$41,856 in salary and \$48,917.40 in benefits. The amount is accounted for in the Adult Probation FY 2014-2015 budget and is funded entirely out of AB109 funds.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Antelope Valley Lions Club

Departments: Clerk of the Board

Thank you letter from Antelope valley Lions Club.

9. REGULAR AGENDA - MORNING

A. Conway Ranch Conservation Easement

Departments: Board of Supervisors; Public Works, County Counsel
45 minutes (15 minute presentation; 30 minutes discussion)

(Tony Dublino, Marshall Rudolph) - Proposed Conservation Easement (and associated management plan) on Conway Ranch and Mattly Ranch.

Recommended Action: Consider semifinal draft of Conway Ranch Conservation Easement (and management plan) and authorize distribution of a final draft to granting agencies for review and approval. (The recommended action today is not the final approval and execution of the Easement (or management plan)—this action would occur at a later Board meeting following the review and approval of Caltrans, State Parks, NFWF and the ESLT—but instead will signify the Board’s approval of the essential elements of the Easement, the approach to various issues, and will allow staff to confidently distribute the document to the granting agencies for their final review and approval.

Fiscal Impact: 113,000 (already budgeted) if and when a final Easement is recorded.

B. Caltrans MOU amendment

Departments: Board of Supervisors, County Counsel, Public Works
10 minutes (5 minute presentation; 5 minute Board discussion)

(Marshall Rudolph, Tony Dublino) - Proposed Fourth Amendment to Memorandum of

Understanding between the California Department of Transportation and Mono County pertaining to Conway Ranch. Said amendment would address an issue that has recently arisen between the parties regarding Lot B in the Conway Ranch subdivision.

Recommended Action: Approve County entry into proposed Fourth Amendment to Memorandum of Understanding between the California Department of Transportation and Mono County pertaining to Conway Ranch, and authorize Board Chairman to sign said Fourth Amendment on behalf of the County.

Fiscal Impact: \$961.50.

C. West-Wide Energy Corridor Workshop

Departments: Community Development

45 minutes (30 minute presentation; 15 minute discussion)

(Michael Sintetos, Renewable Energy Coordinator, BLM California State Office) - Presentation by Michael Sintetos, Renewable Energy Coordinator, BLM California State Office regarding West-wide Energy Corridor (requested by Supervisor Stump).

Recommended Action: Conduct energy corridor workshop, and provide any desired direction to staff.

Fiscal Impact: No impact associated with workshop.

D. Business License Ordinance Amendment

Departments: Finance

5 minutes

(Leslie Chapman) - Proposed ordinance, "An Ordinance of the Mono County Board of Supervisors Adding Section 5.12.030 to the Mono County Code to Create an Exemption from the Payment of Business License Fees for Persons Doing Business in Mono County on Only One Occasion"

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: Immaterial reduction in business license revenue.

E. Authorization to Bid for the Topaz Lane Bridge Maintenance Project

Departments: Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Vianey White) - This project will repair portions of deteriorated timber railing, replacement of abutment and rock slope protection at the Topaz Lane Bridge No. 47C-0005, 0.1 miles east of State Route 395 in the community of Topaz.

Large files will be linked to the website.

Recommended Action: Approve bid package, including the project manual and project plans, for the Topaz Lane Bridge Maintenance Project. Conditioned upon the County's receipt of approval from the Federal Highways Administration and Caltrans to use Bridge Preventative Maintenance Program funds for the work, authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

Large attachments will be linked on the website.

Fiscal Impact: \$61,971 of FHWA Bridge Preventative Maintenance Program funds and an \$8,029 county match will impact the General Fund.

F. Authorization to Bid for the Mountain Gate Phase 2 Fishing Access Project

Departments: Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Vianey White) - This project consists of constructing a pedestrian path, ADA parking and access, installation of site amenities including picnic tables, timber fishing platform, amphitheater, riparian interaction area, river access, PAR course, and landscaping at the Mountain Gate property located off Highway 395, ½ miles south of Walker.

Recommended Action:

1. Consider and approve addendum to previously certified negative declaration for the Mountain Gate Fishing Access Project.
2. Approve bid package, including the project manual and project plans, for the Mountain Gate Fishing Access (Phase 2) Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

Fiscal Impact: \$360,000 California River Parkways Grant Program funds. There will be no impact to the General Fund.

G. Authorization to Bid for the June Lake Streets Rehabilitation Project

Departments: Public Works - Engineering Division

10 minutes (5 minute presentation; 5 minute discussion)

(Garrett Higerd) - This project will rehabilitate approximately 8 miles of local streets in June Lake. The project also includes drainage improvements, signage and driveway transitions.

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Recommended Action: Approve bid package, including the project manual and project plans, for the June Lake Streets Rehabilitation Project. Authorize the Public Works Department to advertise Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

Fiscal Impact: This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$3,355,000 for the construction phase of this project on May 21, 2014. Contractor payments will not impact the General Fund.

H. State Council on Developmental Disabilities, Area 12 Board of Appointment

Departments: County Administrator's Office

5 minutes

(Jim Leddy) - Requested appointments to the State Council on Developmental Disabilities Appointments for Area 12 Board. The Area 12 Board covers Mono, Inyo, Riverside and San Bernardino Counties.

Recommended Action: 1) Appoint Corrina Korpi to the State Council on Developmental Disabilities Area 12 Board. 2) Re-appoint Lori Ciccarelli to the State Council on Developmental Disabilities Area 12 Board.

Fiscal Impact: No fiscal impact.

I. Expansion of California Tax Credit for Film and Television Production (AB 1839)

15 minutes (5 minute presentation; 10 minute discussion)

(Alicia Vennos) - The Mono County Tourism & Film Commission encourages the Board of Supervisors to support Assembly Bill 1839 which will enhance California's existing film and television production tax credit program. The goal is to attract an increased number of productions in California which will thereby create additional potential for Mono County to secure incremental filming opportunities.

Recommended Action: Consider approval of letters to Governor Jerry Brown and to the Senate Committee on Appropriations in support of AB 1839.

Fiscal Impact: None.

J. Ordinance regarding Board Chair compensation

Departments: Board of Supervisors

10 minutes (5 minute presentation; 5 minute discussion)

(Marshall Rudolph) - Proposed ordinance amending Section 2.04.030 of the Mono County Code in order to eliminate additional compensation for a member of the Board of Supervisors serving as Board Chair.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: Savings of \$353 per month (the amount of additional compensation payable by ordinance to a Board member serving as Board Chair).

K. Board Member Direction of Staff

Fiscal Impact: This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$3,355,000 for the construction phase of this project on May 21, 2014. Contractor payments will not impact the General Fund.

H. State Council on Developmental Disabilities, Area 12 Board of Appointment

Departments: County Administrator's Office

5 minutes

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Recommended Action: 1) Appoint Corrina Korpi to the State Council on Developmental Disabilities Area 12 Board. 2) Re-appoint Lori Ciccarelli to the State Council on Developmental Disabilities Area 12 Board.

Fiscal Impact: No fiscal impact.

I. Expansion of California Tax Credit for Film and Television Production (AB 1839)

15 minutes (5 minute presentation; 10 minute discussion)

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Recommended Action: Consider approval of letters to Governor Jerry Brown and to the Senate Committee on Appropriations in support of AB 1839.

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Departments: Board of Supervisors

10 minutes (5 minute presentation; 5 minute discussion)

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Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: Savings of \$353 per month (the amount of additional compensation payable by ordinance to a Board member serving as Board Chair).

K. Board Member Direction of Staff

Departments: County Administrator's Office

20 minutes (5 minute staff presentation - 15 minute Board discussion)

(Jim Leddy) - Board Member Direction of Staff - Review Board of Supervisors adopted Rules of Procedure, specifically Rule 43, and provide direction to staff on future Board member requests for staff work on projects. At the July 8th, 2014 Board of Supervisors meeting, Supervisor Fred Stump requested this item be placed on the next available agenda to help clarify the direction of staff which may occur by Board members during Board of Supervisors meetings.

Recommended Action:

Options:

- 1) The Board maintain the process in the Board Rules of Procedure;
- 2) The Board could amend Rule 43 such that all individual Board member requests including constituent services are agendized for direction by Board majority;
- 3) The Board could seek to quantify the term "significant" in Rule 43 such that Board member request for projects, including those for constituent services, are minor in nature and will not distract from the Department's current workload.

Fiscal Impact: There is no fiscal impact from discussing the Board Rules.

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 - Public Employee Performance Evaluation - Government Code section 54957. Title: County Administrator.

(Jim Leddy) - PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

C. 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.

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: County of Mono v. Standard Industrial Minerals.

REGULAR AFTERNOON SESSION COMMENCES AT 2:00 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 July 15, 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 June 27, 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

[06-27-14 draft](#)

History

Time	Who	Approval
7/2/2014 2:24 PM	County Administrative Office	Yes
7/9/2014 1:13 PM	County Counsel	Yes
7/2/2014 1:21 PM	Finance	Yes



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

Lee Vining
Community Center,
296 Mattly Ave.,
Lee Vining, CA 93541

June 27, 2014

Audio on Portable Recorder
No Minute Orders, Resolutions or Ordinances

5:30 PM to Meeting Called to Order by Chairman Johnston.
7:30 PM

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

Pledge of Allegiance led by Supervisor Alpers.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

REGULAR AGENDA

1a) Conway Ranch Conservation Easement (Tony Dublino, Karen Ferrell-
Ingram) - Presentation by Tony Dublino regarding the Conway Ranch
2 hours Conservation Easement.

Action: None.

Tony Dublino:

- Introduced item; gave presentation (copy to be posted to web page).
- Eastern Sierra Land Trust also gave presentation (copy to be posted to web page).

PUBLIC COMMENT:

- Members of the public addressed the Board and commented on the Conway Ranch Conservation Easement issue.
- There is an audio recording of this meeting which will be kept with the file folder for June 27, 2014. To obtain a copy of this audio recording, please contact Shannon Kendall at the clerk's office at (760) 932-5533.
- There were also additional comments/letters/petitions submitted after the preparation of this agenda. All of these additional documents will also be posted to the web page, with a hard copy kept with the agenda packet in the clerk's office.

Note

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

ADJOURNMENT 7:30 p.m.

ATTEST

LARRY K. JOHNSTON
CHAIRMAN

SHANNON KENDALL
SR. DEPUTY CLERK



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

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**Regular Meeting
July 1, 2014**

Flash Drive	#1015
Minute Orders	M14-112 to M14-123
Resolutions	R14-42 NOT USED
Ordinance	Ord14-03 NOT USED

9:00 AM Meeting Called to Order by Chairman Johnston. Supervisors adjourned to top of courthouse for raising of the flag.

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

*Adjourn to raise flag: 9:02 a.m.
Reconvene: 9:15 a.m.
Break: 10:07 a.m.
Reconvene: 10:16 a.m.
Closed Session: 11:00 a.m.
Reconvene: 1:15 p.m.
Adjourn: 1:15 p.m.*

Pledge of Allegiance led by Chairman Johnston, with spectators gathered outside in front of courthouse. Meeting reconvened inside following the flag ceremony.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Fred Fulstone:

- Gave brief statement/update about Sierra Nevada Bighorn sheep. Referenced a couple handouts (to be posted online as additional documents).

Note

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Floyd W. Rathbun (Certified Range Management Consultant):

- Here with Fred Fulstone; also works with Bighorn Sheep issues.
- Discussion about Sage-Grouse.
- Supervisor Stump: asked about AUM.

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Action: Approve Minutes of the Regular Meeting held on June 10, 2014, as corrected.

Hunt moved; Alpers seconded

Vote: 5 yes, 0 no

M14-112

Supervisor Johnston:

- P. 11 of draft minutes, top of page, third bullet point should read, "She spoke about outreach to the Hispanic community."

Supervisor Stump:

- P. 2 of draft minutes, under his board report, second bullet. Last sentence should read, "...July meeting has been cancelled. There will be one new LTC Commissioner."

B. Board Minutes

Departments: Clerk of the Board

Action: Approve Minutes of the Special Meeting held on June 16, 2014.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

M14-113

C. Board Minutes

Departments: Clerk of the Board

Action: Approve Minutes of the Regular Meeting held on June 17, 2014.

Johnston moved; hunt seconded

Vote: 5 yes; 0 no

M14-114

D. Board Minutes

Departments: Clerk of the Board

Action: Approve Minutes of the Special Meeting held on June 19, 2014.

Fesko moved; Stump seconded

Vote: 5 yes; 0 no

M14-115

3. PRESENTATIONS - NONE

Note

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4. BOARD MEMBER REPORTS

Supervisor Alpers:

- There are a lot of folks coming over Yosemite pass into Lee Vining.
- Last Tuesday, met with group from June Lake working on monument signage; Forest Service is on board and putting on their perimeters. Scott Burns' daughter did three renderings. Three different locations have been identified.
- In Sacramento Wednesday and Thursday at eye doctor.
- He will not be at next Tuesday's meeting; leaving Monday for Washington D.C. Will be with Rusty Gregory and Ron Cohen from MMSA; going back to move Land Trade Bill forward. He will be paying for this trip himself; county is not paying for it.

Supervisor Fesko:

- 6/21/14 – attended wedding; officiated. He has another one to officiate on July 6th.
- 6/27/14 – attended changing of command at MWTC. Then he headed to special meeting on 6/27/14 in Lee Vining.
- Attended memorial services for north county residents.
- Attended anniversary celebration for Huggans.
- 6/30/14 – met with Bridgeport District Ranger (Jeff Ulrich) – got out in the field, showed him some areas.
- Encouraged participation in Bridgeport for the 4th of July parade and festivities.

Supervisor Hunt:

- 6/20/14 – Eastern Sierra Transit Authority meeting in Bishop – they have about a \$2 million dollar reserve fund; they will try to keep as a reserve. Passed 2014/15 budget.
- 6/20/14 – ESCOG meeting in Bishop; introduced to John Wentworth, Town Council; also other new members were present bringing new energy to the group.

Supervisor Johnston:

- Attended 6/27/14 special meeting; thanked staff for setting that up.
- Attended ARC meeting.
- Attended ESCOG meeting.
- Been doing work for 4th of July parade.
- Recognized 150th anniversary of Yosemite.

Supervisor Stump:

- Last Wednesday, attended Long Valley RPAC, Economic Development came and presented their proposal.
- Following day, meeting at Office of Education with Jim Leddy and Superintendent of Schools re: CSA#1 and creation of library. More data to come.
- Attended special meeting on 6/27/14 in Lee Vining; pleased with number of people that showed up. Thanked Supervisor Johnston and Fesko for moving the special meeting along; it was run well.
- Grant for RACE communications (high speed internet) for various areas in his district was approved last week at PUC.
- Head Start – Dr. Adler indicated that Head Start has been given a year's extension on their site location.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Jim Leddy:

- 6/20/14 – attended part of ESCOG meeting; focus was on their legislative platform. Mono County has already adopted theirs. Mentioned Sage Grouse work being done in regards to

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the legislative platform, preventing listing and preserving species will be desired result.

- 6/25/14 – Office of Education reorganization meeting; meeting about CSA#1 and library potential.
- Doing fiscal and space analysis.
- Board presentations: next month and every month thereafter a group of employees will be highlighted. Will happen the first meeting of every month.
- Next Strategic Planning Meeting – there is a survey being done and the next meeting is on 7/10/14 at 4:00 p.m. in Lee Vining.
- He's here with his whole family now, living in Crowley.

6. DEPARTMENT/COMMISSION REPORTS

Gerald Frank:

- Update on PACE program; talked to representative. Hearing is today, if it goes smoothly, this will be implemented on July 7, 2014.
- Working on a press release about this.
- Next steps: setting up website and establishing links. There will be a paper insert in tax bills. There will be materials sent out for Community Development to hand out.
- Supervisor Fesko: hats off to staff for getting so much done so quickly.

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. Appointment of Bridgeport Valley Regional Planning Advisory Committee (RPAC) Members

Departments: Community Development

Action: Re-appoint existing Bridgeport Valley Regional Planning Advisory Committee (RPAC) members to new two-year terms expiring in January 2016 or 2017, as recommended, and appoint Gene Kinum with a term expiring January 2017.

Hunt moved; Alpers seconded

Vote: 5 yes; 0 no

M14-116

B. Certification of the Statewide Direct Primary Election 6.3.14

Departments: Elections

Certification of Results of the Canvass of the June 3, 2014, Statewide Direct Primary Election.

Action: Receive and approve as correct the Statement of Votes for the June 3, 2014, Statewide Direct Primary Election, and declare elected to each office voted on under the jurisdiction of the Board of Supervisors, the person having the requisite number of votes.

Hunt moved; Alpers seconded

Vote: 5 yes; 0 no

M14-117

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C. Contract Extension with Nielsen's Equipment Maintenance and Communications
Departments: Sheriff's Office and Information Technology

The Mono County Sheriff's Office would like to extend the County's current contract with Nielsen's Equipment Maintenance and Communications for one year, July 1, 2014 - June 30, 2015.

Action: Approve County entry into, and authorize the Board Chair to sign, proposed new agreement with Nielsen's Equipment Maintenance and Communications for the provision of communications/electronics maintenance services for one year (July 1, 2014 to June 30, 2015), on the same terms and conditions as the current contract, with a not to exceed contract limit of \$107,100.

Hunt moved; Stump seconded

Vote: 4 yes; 1 no: Fesko

M14-118

Pulled by Supervisor Fesko:

- Has a problem because we keep extending this contract without going out and seeing what else there is.
- An open process, a Request for Proposals needs to happen.

Supervisor Stump:

- He has worked with Nielsen and seen him do work for county with no reimbursement.
- No one understands the communications system in our county the way he does.
- Happy to support this renewal; at some point he will retire. Those that complain tend to not want to be part of the solution.

Supervisor Hunt:

- This is a huge task that he does; this issue has come up repeatedly.
- We will eventually need to do something different; he will retire as some point.
- He's o.k. with the one year renewal.

Supervisor Johnston:

- He generally agrees with going out to bid; he supports renewing now and then going out to bid next time around.

Sheriff Obenberger:

- His office is working on an RFP; couldn't get it done before Nielsen's contract expired.
- It will be happening this year.

D. Appointment to the CSA #5 Board

Departments: Clerk of the Board

Benny Romero was recently nominated by the CSA #5 Board to fill the fifth and final spot on the Board. He has agreed and is interested in doing so. This item is to get Board approval for Mr. Romero's appointment. This item is being sponsored by Supervisor Fesko.

Action: Appoint Benny Romero to the CSA #5 Board, filling the last open vacancy on this Board.

Hunt moved; Alpers seconded

Vote: 5 yes; 0 no

M14-119

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E. May 2014 Transaction Report

Departments: Finance

Treasury Transactions for the month of May 2014.

Action: Approve the Treasury Transaction Report for the month of May 2014.

Hunt moved; Alpers seconded

Vote: 5 yes; 0 no

M14-120

F. Public Defender Investigator Contract

Departments: Finance

Proposed contract with Tyrone Atwater dba Atwater Investigations pertaining to the provisions of private investigation services for the Mono County Public Defenders.

Action: Approve the contract for the provision of private investigative services for fiscal year 14/15 in an amount not to exceed \$70,000 contingent on adoption of the the 2014/15 County budget.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

M14-121

Pulled by Supervisor Fesko:

- General question about the "contingency" of budget being adopted.
- How will he get paid if he starts contract and budget doesn't get adopted?
- Doesn't think it should be "contingent".

Leslie Chapman:

- Today we have a budget in place; a roll over budget. The wording "contingent" was placed there because of the budget not being approved.
- When you cross fiscal years with no budget you have to have a contingency.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Fish and Game Regarding Pacific Halibut Sport Fishing Season

Letter from the Fish and Game Commission, dated June 6, 2014 regarding notice of proposed emergency regulatory action relating to Pacific halibut sport fishing.

B. Federal Energy Regulatory Commission

Information received from the Federal Energy Regulatory Commission regarding Application for Temporary Variance of Minimum Pool Elevation Requirement for the Lee Vining Project.

Supervisor Stump:

Note

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- Asked about the wording "Variance of Minimum Pool".
- Supervisor Hunt: explained they are talking about Tioga Lake which is fluctuating in levels.

C. Southern California Edison

Information from SCE dated June 19, 2015 regarding the 2015 Energy Resource Recovery Account (ERRA) Forecast Application, A.14-06-011.

D. Moss Letter Regarding Mono County Chamber of Commerce

Letter dated June 5, 2014 from David Moss enclosing a California Franchise Tax Board Letter addressed to the Mono County Chamber of Commerce in care of Mr. Moss. Mr. Moss served as Treasurer on the Mono County Chamber in the late 1990's and this information has to do with Tax-Exempt Status Revocation and who currently carries the financial burden of the Chamber. When Mr. Moss resigned in 2000, he saw to it that the financial burden of the Chamber was assumed by the County's Accounting office.

Supervisor Stump:

- Asked if there has been a resolution?
- No longer a need for this type of corporation?

Leslie Chapman:

- Had wanted to address this.
- She's been in contact with Mr. Moss and Sandra Forstenzer who was active in Tourism Commission.
- This has been inactive since 1990.
- These letters are being sent out to try to collect.
- She's has been working to update, reinstate corporation. At end result, would like to dissolve it, assuming that meets with Board's approval.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. Authorization to Recruit and Refill GIS Specialist Position

Departments: Information Technology

(Nate Greenberg) - As of June 25, 2014, the GIS Specialist position within the Information Technology department will be vacated by the incumbent, Peter Kobylarz. This item requests authorization to recruit for and re-fill this critical position.

Action: Authorize the Director of Information Technology to begin the recruitment effort for a GIS Specialist I/II position to replace Peter Kobylarz. This is filling a critical need for the county, the hard hiring freeze is being lifted as justification has been made for this recruitment.

Alpers moved; Hunt seconded

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Vote: 5 yes; 0 no

M14-122

Nate Greenberg:

- Introduced item; explained what he's seeking today.
- Not aware of anyone locally; will be recruiting widely.
- Feels his staff report states the reasons why there is such a critical need to fill this position.

Supervisor Johnston:

- We have a hard freeze.

Supervisor Fesko:

- Has Nate justified need for this?

B. Expansion of California Tax Credit for Film and Television Production (AB 1839)

Departments: Economic Development

(Alicia Vennos) - The Mono County Tourism & Film Commission encourages the Board of Supervisors to support Assembly Bill 1839 which will enhance California's existing film and television production tax credit program. The goal is to attract an increased number of productions in California which will thereby create additional potential for Mono County to secure incremental filming opportunities.

Action: NONE

PULLED FROM AGENDA; WILL BE BROUGHT BACK ON JULY 15TH FOR CONSIDERATION

C. Mono County Comments on the Draft Economic Analysis of Critical Habitat Designation for the Bi-State Distinct Population Segment of Greater Sage-Grouse

Departments: Community Development, Economic Development, Inyo-Mono Agricultural Commissioner, County Counsel

(Wendy Sugimura) - Presentation on the Draft Economic Analysis of Critical Habitat Designation for the Bi-State Distinct Population Segment of Greater Sage-Grouse.

To view the Economic Analysis associated with this item, which is too large to attach to this packet, please click on the following link:

[http://www.monocounty.ca.gov/sites/default/files/fileattachments/Board%20of%20Supervisors/calendar event/2306/sage grouse large attachment.pdf](http://www.monocounty.ca.gov/sites/default/files/fileattachments/Board%20of%20Supervisors/calendar%20event/2306/sage_grouse_large_attachment.pdf)

Action: Approve and authorize chairman to sign comment letter regarding the Draft Economic Analysis, with any desired changes.

Hunt moved; Fesko seconded

Vote: 5 yes; 0 no

M14-123

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Wendy Sugimura:

- Introduced item.
- Discussion about Economic Analysis.
- What's suitable vs. unsuitable habitat?
- Basis of letter today is that suitable vs. unsuitable habitat was not properly defined in the Analysis.
- This error in the Analysis fundamentally changes the Analysis itself.
- In letter, relevant data that has been omitted and points out data inaccuracies which should be corrected: grazing, tourism and recreation, and residential development.
- Discussion about exclusions that should be granted on the basis of economic impacts and lack of primary constituent elements (PCE's).
- Went over proposed changes that need to be made.
- Private and public lands examined; they recognized that private lands are not stand alone.
- Residential development discussion.

Floyd W. Rathbun (Certified Range Management Consultant):

- Mentioned a few additional items that could be added to letter, mostly concerning grazing.

Supervisor Johnston:

- Thanked all staff.

Supervisor Fesko:

- As our county sends out information, we're not necessarily getting replies.
- Residential enclave discussion. Need to get all the private property removed.

Supervisor Hunt:

- Commended staff, especially Wendy. Thinks it's a great letter; he supports anything we can do to push this forward.

Supervisor Stump:

- Discussion about fees, appraisals, allotments. No value placed on those?
- Last December, one of their desires was to have development in county in clustered areas which county promotes. They're still seeking to extend designation?
- Residential development.
- Unsuitable habitat discussion.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED 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.

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B. Closed Session - CAO Performance Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Clerk-Recorder.

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: Mono County v. Standard Industrial Minerals.

E. 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.

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: Luman v. Mono County Personnel Appeals Board.

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.

REGULAR AFTERNOON SESSION COMMENCES - NONE

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

13. REGULAR AGENDA AFTERNOON- NONE

ADJOURN 1:15 p.m.

ATTEST

LARRY K. JOHNSTON

Note

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CHAIRMAN

SHANNON KENDALL
SR. DEPUTY CLERK



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

Departments: Public Health and Behavioral Health

TIME REQUIRED

SUBJECT Medi-Cal Managed Care Services
Agreements

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contracts (2) between Blue Cross of California Partnership Plan (BCCPP) and Mono County on behalf of its Public Health Department and between BCCPP and Mono County on behalf of its Behavioral Health Department. Proposed contracts (2) between California Health and Wellness and Mono County on behalf of its Public Health Department California Health and Wellness Plan and Mono County on behalf of its Behavioral Health Department to assure coordination between these Medi-Cal managed care organizations and county agencies. Medi-Cal managed care contractors are required by the California Department of Health Care Services to contract with Local Health Departments and Behavioral Health Services to make available certain services to their Members.

RECOMMENDED ACTION:

Approve County entry into four proposed contracts and authorize Lynda Salcido, Public Health Director, to execute those two contracts related to the Department of Public Health on behalf of the County, and authorize Robin Roberts, Behavioral Health Director, to execute those two contracts related to the Department of Behavioral Health on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

There is no fiscal impact on either Public Health, Behavioral Health or the General Fund.

CONTACT NAME: Lynda Salcido

PHONE/EMAIL: 760-924-1842 / lsalcido@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:

Lynda Salcido, Public Health Director
Robin Roberts, Behavioral Health Director

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [📄 Staff Report](#)
- [📄 Public Health Health and Wellness MOU](#)
- [📄 Blue Cross Medi-cal MOU](#)
- [📄 Behavioral Health Cenpatico Agreement](#)
- [📄 Behavioral Health Cenpatico Attachment](#)
- [📄 Behavioral Health Cenpatico Exhibit to Attach](#)
- [📄 Behavioral Health Blue Cross MOU](#)

History

Time	Who	Approval
7/1/2014 3:15 PM	County Administrative Office	Yes
7/9/2014 11:54 AM	County Counsel	Yes
6/30/2014 3:40 PM	Finance	Yes

COUNTY of MONO

HEALTH DEPARTMENT

P.O. BOX 3329

MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830

Fax (760) 924-1831

Environmental Health (760) 924-1800

Fax (760) 924 1801



DATE: June 30, 2014

TO: Honorable Board of Supervisors

FROM: Lynda Salcido, Public Health Director and Robin Roberts, Behavioral Health Director

SUBJECT: Medi-Cal Managed Care Services Agreements

RECOMMENDATION: Approve County entry into four proposed contracts and authorize Lynda Salcido, Public Health Director, to execute those two contracts related to the Department of Public Health on behalf of the County, and authorize Robin Roberts, Behavioral Health Director, to execute those two contracts related to the Department of Behavioral Health on behalf of the County. Provide any desired direction to staff.

DISCUSSION

The California Health and Wellness Plan and the Blue Cross of California Partnership Plan are both contracting with the California Department of Health Care Services to provide Medi-Cal benefits to eligible persons through these Medi-Cal Managed Care Programs. As Medi-Cal managed care contractors, both California Health and Wellness Plan and Blue Cross of California Partnership are required to contract with the Local Health Department and Local Behavioral Health Department to make certain public health services and behavioral health services available to members. California Health and Wellness Plan is the umbrella entity of Cenpatico Behavioral Health Services, shown as the contracting party in the proposed MOU with Behavioral Health.

These four MOUs represent the already existing services being provided by both departments in accordance with Federal, State and Local guidance. No additional services have been added for either managed care plan. County Counsel has reviewed and approved all MOUs.

FISCAL IMPACT

There is no fiscal impact to the County or Departments.

If you have any questions, please call Lynda Salcido, 760-924-1842.

Thank you,

COUNTY of MONO

HEALTH DEPARTMENT

P.O. BOX 3329

MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830 Fax (760) 924-1831
Environmental Health (760) 924-1800 Fax (760) 924 1801

Lynda Salcido, Public Health Director
Robin Roberts, Behavioral Health Director



Subject to Review and Approval
by Department of Managed Health Care
and Department of Health Care Services

MEMORANDUM OF UNDERSTANDING

between
CALIFORNIA HEALTH AND WELLNESS PLAN and
Mono County, on behalf of its Department of Public Health for
COORDINATION OF SERVICES

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of this _____ day of _____, 20__ by and between the County of Mono, a Political Subdivision of the State of California, and CALIFORNIA HEALTH AND WELLNESS PLAN (“CHWP”), a health care service plan, to facilitate coordination of services separately arranged and delivered by Mono County (“COUNTY”) and CHWP (hereinafter referred to as the “Parties” collectively or a “Party” individually).

WHEREAS, CHWP has executed or will execute a contract (“Medi- Cal Contract”) with the Department of Health Care Services to provide or arrange for the provision of health care services to those Medi-Cal individuals who are assigned to CHWP (“Members”) in the county or counties where CHWP is approved to operate under the terms of its Medi-Cal Contract (“Service Area”).

WHEREAS, COUNTY, through its Department of Public Health, is mandated by State of California (“State”) and federal laws to provide specific public health services to the residents of COUNTY who may be Members or eligible to be Members.

WHEREAS, under the terms of its Medi-Cal Contract, CHWP is required to negotiate in good faith and execute a memorandum of understanding with local health departments to facilitate the coordination of certain public health services for Members.

NOW, THEREFORE, in consideration of the purposes stated above and the promises exchanged herein, and other valuable consideration, receipt of which is hereby acknowledged, the Parties agree to fulfill the responsibilities set forth in this MOU and all attachments hereto, as follows:

1. TERM

This MOU shall become effective retroactively to the 1st day of _____, 20__ and automatically renew annually thereafter.

2. TERMINATION

A. Non-Allocation of Funds – The terms of this MOU, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this MOU terminated at any time by giving CHWP sixty (60) days advance written notice.

B. Without Cause – Under circumstances other than those set forth above, this MOU may be terminated by CHWP or COUNTY or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

3. COMPENSATION

The program responsibilities and coordination of efforts conducted pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by CHWP or COUNTY, one to the other.

4. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CHWP under this MOU, it is mutually understood and agreed that CHWP, including any and all of CHWP's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CHWP shall perform its work and function. CHWP and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this MOU.

Because of its status as an independent contractor, CHWP shall have absolutely no right to employment rights and benefits available to COUNTY employees. CHWP shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CHWP shall be solely responsible and save COUNTY harmless from all matters relating to payment of CHWP's employees, including compliance with Social Security, withholding, the provision of benefits, and all other regulations governing employment matters. It is acknowledged that during the term of this MOU, CHWP may be providing services to others unrelated to the COUNTY or to this MOU.

5. HOLD-HARMLESS

Each of the Parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either Party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other Party. Each Party hereto agrees to indemnify, defend (if requested by the other Party) and save harmless the other Party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the Party's, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, both Parties agree to indemnify the other Party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the indemnifying Party.

6. DISCLOSURE OF SELF-DEALING TRANSACTIONS

Members of CHWP Board of Directors shall disclose any self-dealing transactions that they are a Party to while CHWP is providing goods or performing services under this MOU. A self-dealing transaction shall mean a transaction to which CHWP is a Party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self- dealing transactions to which they are a Party.

7. CONFIDENTIALITY

All responsibilities performed and information shared by the Parties under this MOU shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality.

8. NON-DISCRIMINATION

During the performance of this MOU, CHWP shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

9. RECORDS, AUDITS AND INSPECTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party's contract with a State agency.

10. NOTICES

The persons having authority to give and receive notices under this MOU and their addresses include the following:

<u>CHWP</u>	<u>COUNTY</u>
<u>California Health and Wellness Plan</u>	<u>Mono County Public Health</u>
<u>PO Box 1558</u>	<u>437 Old Mammoth Rd. Suite Q</u>
<u>Sacramento, CA 95812-1558</u>	<u>Mammoth Lakes, CA 93546</u>
<u> </u>	<u> </u>

or to such other address as such Party may designate in writing.

Any and all notices between COUNTY and CHWP provided for or permitted under this MOU or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party.

11. GOVERNING LAW

The Parties agree that for the purposes of venue, performance under this MOU is to be in Mono County, California.

The rights and obligations of the Parties and all interpretation and performance of this MOU shall be governed in all respects by the provisions of California Department of Health Care Services' official policy letters and the laws and regulations of the State of California.

12. AMENDMENTS

Except as otherwise provided in this MOU, this MOU may be amended only by written agreement of duly authorized representatives of the Parties. Each Party shall provide the other with 60 business days' notice of intent to change a material term of this MOU. Notwithstanding the foregoing, any amendments required by a change in State or federal law, regulation, or Medi-Cal Contract shall take effect immediately. Amendments to this MOU may be subject to review and/or approval by State or local agencies, including but not limited to, the Department of Health Care Services, the Department of Managed Health Care, and Department of Public Health.

13. ENTIRE AGREEMENT

This MOU and all Attachments thereto, as set forth below, constitutes the entire agreement between CHWP and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations,

proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

California Health and Wellness Plan

Mono County

(Legibly Print Name of Provider)

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax Identification Number: _____

APPROVED AS TO FORM:

Mono County Counsel

To be completed by California Health and Wellness Plan only:

APPROVED BY RISK MANAGEMENT:

Effective Date of Agreement:

Bill Van Lente, Risk Manager

Included in Agreement	Attachment/Exhibit
X	Attachment – Maternal, Child, and Adolescent Health Program
X	Attachment – California Children's Services
X	Attachment – Child Health and Disability Prevention Program
X	Attachment – Tuberculosis Direct Observes Therapy

THE MATERNAL, CHILD, AND ADOLESCENT HEALTH PROGRAM

Mono County Public Health is responsible for the planning, implementation and evaluation of services that address the health priorities and primary needs of infants, mothers, children and adolescents, and their families in Mono County. Mono County Public Health carries out these functions and responsibilities through its administration of the Maternal, Child and Adolescent Health Program (“MCAH Program”) and its Comprehensive Perinatal Services Program (“CPSP”). Through CPSP, a program administered through MCAH, Mono County Public Health integrates nutrition, psychosocial, and health education assessments, interventions, and perinatal education with basic obstetrical care. Provider participation in the program requires a formal application process and certification by the State Department of Public Health.

While CHWP Members may be eligible for MCAH services, the Parties understand and agree that these services are not covered by CHWP under its contract with the Department of Health Care Services and CHWP will not be responsible for compensation to Mono County, or any division thereof, for such services.

The Parties hereby agree to coordinate services relative to the MCAH Program as follows:

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
A. Policies and Procedures	<ol style="list-style-type: none"> 1. MCAH will maintain a copy of pertinent CHWP policies and procedures, as appropriate. 	<ol style="list-style-type: none"> 1. CHWP will provide a copy of pertinent CHWP policies and procedures to the MCAH Program.
B. Liaison	<ol style="list-style-type: none"> 1. The appropriate Division Manager or MCAH Program designee will coordinate activities with CHWP and will notify County MCAH Program staff of their roles and responsibilities. <ul style="list-style-type: none"> <input type="checkbox"/> The Perinatal Services Coordinator (PSC) will be the liaison with CHWP for all Comprehensive Perinatal Services Program (CPSP) activities. <input type="checkbox"/> The goal of the PSC is to communicate and collaborate with CHWP to improve pregnancy outcomes, encourage early access to prenatal care, and encourage breastfeeding for all new mothers. 2. MCAH Program and CHWP staff will meet quarterly or more frequently, if requested by either liaison. 3. MCAH Program staff will work with CHWP to develop, implement, and coordinate a work plan as indicated. 	<ol style="list-style-type: none"> 1. CHWP will appoint a designee to coordinate activities with County MCAH Program staff and who will notify CHWP employees and Contracting Providers of their roles and responsibilities. 2. CHWP and MCAH staff will meet quarterly or more frequently, if requested by either liaison. 3. CHWP staff will work with MCAH Program staff to develop, implement, and coordinate a work plan as indicated.

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
C. Outreach	<ol style="list-style-type: none"> 1. MCAH Program staff will outreach in high risk areas based on perinatal outcome indicators. 2. MCAH Program staff will outreach to potentially eligible pregnant women and assist them in accessing care, including medical care, Medi-Cal services, reproductive health services, and other support services when they are identified through usual referral sources. 	<ol style="list-style-type: none"> 1. CHWP will inform Members of maternal and child health services available from MCAH and CHWP. 2. CHWP will collaborate with MCAH outreach staff to reasonably ensure early access to care upon notification of pregnant Members.
D. Appointment Scheduling and Transportation Assistance	<ol style="list-style-type: none"> 1. MCAH Program staff will assist in linking eligible pregnant women with CHWP as appropriate and as identified through the established outreach and CCM systems. 	<ol style="list-style-type: none"> 1. CHWP Primary Care Physicians are responsible for referring Members to appropriate physician specialist services and Obstetricians providing CPSP services. 2. CHWP will provide transportation assistance to disabled Members in accordance with its transportation policy.
E. Health Education	<ol style="list-style-type: none"> 1. The PSC will collaborate with State Department of Public Health MCAH Branch and/or CHWP provider education, as mutually agreed and as described in the work plan. 2. As resources allow, MCAH Program staff may provide community-wide education on relevant MCAH Program topics. 	<ol style="list-style-type: none"> 1. CHWP will provide education to Contracting Providers and their staff regarding perinatal issues, breastfeeding, and women’s health. 2. CHWP and its Contracting Providers will provide Member education materials and face-to-face education regarding perinatal issues, breastfeeding, and women’s health. 3. CHWP will collaborate with PSC on provider education relevant to CPSP guidelines.
F. Case Management	<ol style="list-style-type: none"> 1. The appropriate Division Manager, or MCAH Program designee, will provide technical assistance and consultation to CHWP on available perinatal and community resources and linkages, as requested. 2. MCAH Program staff may assist in providing coordination of care and supplemental support services for CHWP Members, including hard-to-reach pregnant women and 	<ol style="list-style-type: none"> 1. CHWP Primary Care Physicians are responsible for primary care case management, coordination of referrals, and continuity of care. 2. CHWP Primary Care Physicians are responsible for following up on missed appointments. 3. CHWP Primary Care Physicians are responsible for assessing and referring pregnant women, when

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>those identified as high risk, with CHWP, as resources allow and as available through outreach and CCM systems.</p> <p>3. MCAH Program will accept referrals of high-risk pregnant women for case management services, as capacity allows.</p>	<p>appropriate, to available community resources, including genetic screening and counseling, public health nursing services, lactation services and WIC.</p>
G. CPSP Application Approval	<p>1. The PSC will provide to CHWP, on a quarterly basis, any changes in the CPSP application process.</p> <p>2. The PSC will assist providers in the CPSP application process.</p> <p>3. On a quarterly basis, the PSC will provide CHWP with a list of State-approved CPSP providers.</p>	<p>1. CHWP has the primary responsibility for provider recruitment and credentialing on CPSP Panel.</p> <p>2. CHWP will encourage providers not already approved by the State to provide CPSP services to apply to the State for approval.</p> <p>3. CHWP will encourage and support CPSP community training and education provided by State and local MCAH Program for Contracting Providers and their staff.</p>
H. Planning and Referral of Services	<p>1. MCAH Program staff will collaborate with CHWP in identifying unmet health and service needs.</p> <p>2. MCAH Program outreach staff will assist in linking eligible pregnant women, with CHWP as appropriate and as identified through the available outreach and CCM systems.</p> <p>3. MCAH Program staff will provide referral form to CHWP.</p>	<p>1. CHWP will strive to identify service needs or gaps and will develop a plan for addressing them e.g., language, literacy, cultural competency.</p> <p>2. CHWP will develop procedures for continuity of care following termination of a Member’s coverage with CHWP.</p> <p>3. CHWP will provide referral of African-American pregnant women for risk assessment to determine need for CCM and/or care coordination services.</p>
I. Data Collection and Quality Assurance	<p>1. The appropriate Division Manager or MCAH Program designee retains responsibility for ongoing review of health status indicators, such as infant morbidity and mortality, and statistics that contribute to them.</p> <p>2. At the State’s request, the PSC will assist the State in follow-up of</p>	<p>1. CHWP will monitor services to ensure they are provided in accordance with CHWP quality management program requirements.</p> <p>2. CHWP will collect needed data indicators through CHWP resources.</p>

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>corrective action plans identified by audits.</p> <p>3. The PSC will provide consultation and ongoing review of CHWP CPSP requirements implemented by their Contracting Providers.</p> <p>4. The PSC will collaborate on quality management compliance and oversight activities with CPSP providers.</p>	<p>3. CHWP will develop corrective action plan when standards are not met.</p> <p>4. CHWP will ensure collection and analysis of data available through CHWP MIS on a quarterly basis and will share the data with appropriate Division Manager or MCAH Program designee as mutually agreed upon. Type of data shared will be determined based on standard health status indicators as mutually agreed upon and defined in the work plan.</p> <p>5. CHWP will participate in task force groups and fetal infant mortality reviews (FIMR) and will participate in community-wide corrective action plans, as mutually agreed. CHWP will encourage families with fetal/infant deaths to participate with FIMR client interviews.</p> <p>6. CHWP will collaborate on quality management compliance and oversight activities with CPSP providers.</p> <p>7. CHWP will provide a list of their OB Contract Providers to the CHWP PSC on a quarterly basis.</p>
J. Perinatal Access	<p>1. The appropriate Division Manager or MCAH Program designee will work closely with CHWP and community groups regarding access to care issues for Medi-Cal eligible and ineligible pregnant women.</p> <p>2. MCAH Program staff will provide a list to CHWP of other health care resources for pregnant and parenting Members who may lose Medi-Cal eligibility.</p>	<p>1. CHWP will participate with MCAH Program liaison and community groups to address access to care issues of eligible pregnant women and their children.</p> <p>2. CHWP will use reasonable efforts to refer pregnant women and their infants to culturally competent, language appropriate, and geographically accessible obstetricians PCP/pediatricians on a timely basis.</p> <p>3. CHWP will provide to the</p>

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
		appropriate Division Manager or PSC, on a quarterly basis, a list of Contracting Providers.
K. Provider Network	<ol style="list-style-type: none"> 1. PSC will provide a current list of CPSP providers to CHWP on a quarterly basis. 2. PSC may provide CPSP community training and education locally or in collaboration with the State for providers and their staff, as resources allow. 3. PSC will provide technical assistance to CHWP on relevance of CPSP protocols and assessment tools to present practice, current referral resources, and will assist CHWP in developing plans with providers to resolve any identified needs and/or deficiencies. 4. PSC will provide consultation to CHWP on perinatal health education resources available to Contracting Providers and support the provision of CPSP comprehensive perinatal care. 5. PSC will distribute CPSP provider program information to all certified CPSP providers in CHWP. 6. PSC will collaborate with CHWP on organizing and conducting information sharing activities (e.g., roundtables, newsletters) for perinatal providers in the community. 	<ol style="list-style-type: none"> 1. CHWP has the primary responsibility for Contracting Provider recruitment and credentialing. 2. CHWP will ensure that all obstetric care Contracting Providers receive orientation on State-approved prenatal care standards. 3. CHWP will disseminate CPSP provider information to applicable Contracting Providers. 4. CHWP will inform Contracting Providers of available community education services and encourage participation or use.
L. Monitoring	<ol style="list-style-type: none"> 1. Local MCAH Program and CHWP staff will meet at least quarterly to monitor this Agreement. 2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may 	<ol style="list-style-type: none"> 1. Liaisons from CHWP and the local MCAH Program will meet at least quarterly to monitor this Agreement. 2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may

Service	County Maternal, Child, and Adolescent Health Program (“MCAH Program”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>be called, as needed.</p> <p>3. The appropriate Division Manager or MCAH Program designee and CHWP will conduct an annual review of this Agreement.</p>	<p>be called, as needed.</p> <p>3. CHWP and the appropriate Division Manager or MCAH Program designee will conduct an annual review of this Agreement.</p>
M. Conflict Resolution	<p>1. Issues that cannot be resolved by the MCAH Program liaison will be referred to the MCAH Program Medical Director and/or the Department of Health Care Services or Department of Public Health, as appropriate.</p>	<p>1. Issues that cannot be resolved by the CHWP liaison will be referred to the CHWP Medical Director, Quality Improvement Committee, and/or the Department of Health Care Services as appropriate.</p>

CALIFORNIA CHILDREN’S SERVICES

The California Children’s Services (“CCS”) Program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 with CCS-eligible medical conditions. CCS also provides medical therapy services that are delivered at public schools. In counties with populations greater than 200,000 (independent counties), the CCS Program is administered locally by the county. In counties with populations under 200,000 (“dependent counties”), the Department of Health Care Services’ Children’s Medical Services (“CMS”) Branch administers the program in coordination with the respective county and provides medical case management and eligibility and benefits determination through its regional offices.

Mono County is a dependent county and administers the CCS Program through Mono County Public Health.

While California Health and Wellness Plan (“CHWP”) Members may be CCS-eligible, the Parties understand and agree that CCS services are not covered by CHWP under its contract with the Department of Health Care Services and CHWP will not be responsible for compensation to Mono County, or any division thereof, for such services.

CHWP and its contracting providers will identify children with potential CCS-eligible conditions and arrange for their referral to the Mono County CCS office. Services not related to the CCS-eligible condition will be provided by CHWP and CHWP will make every effort to coordinate with the CCS-approved provider.

The Parties hereby agree to collaborate services relative to CCS as follows:

Service	County California Children’s Services (“CCS”) Program Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
A. Liaison	<ol style="list-style-type: none"> 1. Designate a liaison to CHWP who will be the program’s point of contact for the health CHWP and its networks to coordinate all related activities. 2. Meet, at a minimum, quarterly, to ensure ongoing communication; resolve operational and administrative problems; and identify policy issues needing resolution at the management level. 	<ol style="list-style-type: none"> 1. Designate a liaison to CCS to coordinate and track referrals. 2. Meet, at a minimum, quarterly to ensure ongoing communication; resolve operational and administrative problems; and identify policy issues needing resolution at the management level.
B. Provider Training	<ol style="list-style-type: none"> 1. Collaborate with CHWP to assist with the development of CCS related policies and procedures, as needed by CHWP and CCS. 2. Collaborate with CHWP to provide multiple initial training opportunities that will give providers an understanding of the CCS Program and eligibility requirements. 	<ol style="list-style-type: none"> 1. Develop policies and procedures that will ensure that providers are informed of CCS eligibility requirements and the need to identify potentially eligible children and refer to the CCS Program. 2. Provide multiple initial training opportunities, in conjunction with the local CCS Program, for primary care providers, including

Service	County California Children’s Services (“CCS”) Program Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<ol style="list-style-type: none"> 3. Provide availability of local program medical consultant or designee to consult with primary care providers and/or specialty providers on a case-by-case basis. 4. Support ongoing training opportunities as needed. 	<p>organized provider groups and support staff, in order to ensure awareness and understanding of the CCS Program and eligibility requirements.</p> <ol style="list-style-type: none"> 3. Collaborate with CCS to develop training materials that will assure that primary care providers, specialty providers, and hospitals understand the respective responsibilities of the CHWP and the CCS Program in authorizing services for subscribers with CCS-eligible conditions. 4. Maintain training opportunities on, at least, an annual basis.
C. CCS Provider Network	<ol style="list-style-type: none"> 1. Provide CHWP with CCS provider applications to expedite the paneling or approval of specialty and primary care network providers. 2. Coordinate with the CMS Branch to assure identification of local CCS provider network to CHWP. 3. Coordinate with CHWP to refer to an appropriate CCS paneled specialty provider to complete diagnostic services and treatment as needed. 	<ol style="list-style-type: none"> 1. Develop a process to review CHWP providers for qualifications for CCS provider panel participation and encourage those qualified to become paneled. 2. Identify in training to providers and in the provider manual those facilities that are CCS approved, including hospitals and Special Care Centers. 3. Ensure access for diagnostic services to appropriate specialty care within the network or medical group. When appropriate specialist not available within network or medical group, ensure access to appropriate CHWP specialist.
D. Case Identification and Referral	<ol style="list-style-type: none"> 1. Provide technical assistance to CHWPs for the development of CHWP policies, procedures, and protocols for making referrals to the program, including necessary medical documentation. 2. Determine medical eligibility within five working days of receiving adequate medical documentation of the suspicion of a CCS eligible condition. 3. Ensure that provider, designated 	<ol style="list-style-type: none"> 1. Develop procedures, in conjunction with the local CCS Program, for CHWP or provider to submit the necessary documentation to determine medical eligibility at the time of referral. 2. Develop procedures to specify that providers are to refer a subscriber to the CCS Program within two days of a suspicion of the presence of a CCS eligible condition. (Referral date will identify the

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>CHWP personnel, and subscriber family are informed of either program eligibility or denial upon eligibility determination. Provide medical consultation as appropriate during the time period from referral to medical eligibility determination.</p> <ol style="list-style-type: none"> 4. Authorize from referral date medically necessary CCS benefits required to treat a subscriber's CCS eligible condition and be responsible for the reimbursement of care to authorized providers when CCS eligibility is established. 5. Coordinate with CHWP liaison and network designees to share a tracking list of CCS eligibles who are known to the CHWPs. The list will include name, CCS case number, birth date, social security number (if known), CCS eligible diagnoses, date of eligibility and status; in case of denial or closure, reason for ineligibility and date closed; referral source and primary care provider on file, if known. 	<p>earliest possible date from which medically necessary services may be approved.)</p> <ol style="list-style-type: none"> 3. Inform families of subscribers of referral to the CCS Program and the need to have care under the direction of an appropriate CCS paneled physician once program eligibility has been determined. 4. Arrange for medically necessary care during the period after referral and prior to the CCS eligibility determination. (Medically necessary services provided by a CCS paneled provider during the interim may be authorized by the CCS Program for a condition determined to be CCS eligible.) 5. Develop with network designees, where applicable, a monthly tracking list to include: name of referred subscriber; address and telephone number; birth date; social security number (if known); CHWP eligibility status; primary care provider name, address, and telephone number; and CHWP number and enrollment /disenrollment dates to be used for coordination and follow-up with the local CCS Program.
<p>E. Case Management/Tracking and Follow-Up</p>	<ol style="list-style-type: none"> 1. Assist CHWP in assessing, and alleviating barriers to accessing primary and specialty care related to the CCS eligible condition. Assist subscriber/subscriber family to complete enrollment into the CCS Program. 2. Provide case management services in order to coordinate the delivery of health care services to subscribers with CCS eligible conditions, including services provided by other agencies and programs, such as Local Education 	<ol style="list-style-type: none"> 1. Utilize tracking system to coordinate health care services for members receiving services authorized by the CCS Program. 2. Develop policies and procedures that specify providers' responsibility for coordination of specialty and primary care services and ensure that CCS eligible children receive all medically necessary pediatric preventive services, including immunizations. 3. Develop policies and procedures

Service	County California Children’s Services (“CCS”) Program Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>Agencies and Regional Centers.</p> <p>3. Develop systems that result in transmission of medical reports of services provided by CCS authorized providers to the appropriate CHWP primary care providers.</p>	<p>that specify coordination activities among primary care providers, specialty providers, and hospitals and communication with CCS Program case managers.</p>
F. Quality Assurance and Monitoring	<p>1. Conduct jointly with the CHWPs, regular reviews of policies and procedures related to this agreement.</p> <p>2. Participate, at a minimum, in quarterly meetings with the CHWP to update policies and procedures as appropriate.</p> <p>3. Review and update protocol on an annual basis in conjunction with CHWP.</p> <p>4. Develop work CHWP, in conjunction with CHWP, to monitor the effectiveness of the MOU and CHWP/CCS interface.</p>	<p>1. Conduct jointly with the CCS Program, regular reviews of policies and procedures related to this agreement.</p> <p>2. Participate, at a minimum, in quarterly meetings with the CCS Program to update policies and procedures as appropriate.</p> <p>3. Review and update protocols annually in conjunction with the CCS Program.</p> <p>4. Develop work CHWP, in conjunction with CCS, that will monitor the effectiveness of the MOU and the CHWP/CCS interface.</p>
G. Conflict Resolution	<p>1. Assign appropriate CCS Program management and professional/liaison staff to participate with CHWP management staff in the resolution of individual subscriber issues as they are identified.</p> <p>2. Assign appropriate CCS Program/liaison staff to participate in, at a minimum, quarterly meetings with CHWP management/liaison staff to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of</p>	<p>1. Assign appropriate CHWP management/liaison staff to participate with the local CCS Program management and professional staff in the resolution of individual subscriber issues as they are identified.</p> <p>2. Assign appropriate CHWP management/liaison staff to participate in, at a minimum, quarterly meetings to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services.</p> <p>3. Refer issue to the appropriate</p>

Service	County California Children's Services ("CCS") Program Responsibilities	California Health and Wellness Plan ("CHWP") Responsibilities
	<p>services.</p> <p>3. If disagreement regarding medical eligibility and program benefits determination exists, physicians may submit written request to CCS for reconsideration detailing reason for disagreement along with provision of appropriate additional medical records to CCS.</p> <p>4. Refer issue to CMS Regional Office if problem cannot be resolved locally.</p>	<p>CMS Regional Office if problem cannot be resolved locally.</p>

THE CHILD HEALTH AND DISABILITY PREVENTION PROGRAM

The Child Health and Disability Prevention (“CHDP”) Program is a preventive health program that provides periodic health services to Medi-Cal beneficiaries under the regulations of the Federal Early and Periodic Screening, Diagnosis, and Treatment (“EPSDT”) Program. The CHDP Program also provides periodic health services to non-Medi-Cal eligible children and youth from birth to age 19 from low-income families.

Mono County administers the CHDP Program through Mono County Public Health. Mono County Public Health will maintain responsibility for and oversight of the CHDP Program consistent with 17 CCR 6800 et seq., and any other applicable laws and regulations.

California Health and Wellness Plan (“CHWP”) will maintain and operate a system that ensures the provision of CHDP services to Members under the age of 21, as required by the Medi-Cal Contract. CHWP will ensure the overall coordination of care and case management of its Members who obtain CHDP services through the Mono County Public Health, school districts, or school sites.

The Parties understand and agree that CHWP will not be responsible for compensation to Mono County, or any division thereof, for the provision of CHDP Program services.

The Parties hereby agree to coordinate services relative to the CHDP Program as follows:

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
A. Liaison	<ol style="list-style-type: none"> 1. Appoint CHDP Deputy Director or designee to coordinate activities with CHWP and to notify CHWP and CHDP staff of their roles and responsibilities. 2. Liaisons will meet at least quarterly and more often if requested by either liaison. 	<ol style="list-style-type: none"> 1. CHWP will appoint a Senior Public Health Administrator to coordinate activities with CHWP and CHDP staff and to notify CHWP employees and Contracting Providers of their roles and responsibilities. 2. Liaisons will meet at least quarterly and more often if requested by either liaison.
B. Policies and Procedures	<ol style="list-style-type: none"> 1. CHDP will maintain a copy of pertinent CHWP policies and procedures, as appropriate. 2. CHDP will provide a copy of pertinent CHDP policies and procedures to CHWP. 	<ol style="list-style-type: none"> 1. CHWP will provide a copy of pertinent CHWP policies and procedures to the CHDP program. 2. CHWP will maintain a copy of pertinent CHDP policies and procedures, as appropriate.
C. Outreach	<ol style="list-style-type: none"> 1. CHDP program staff will outreach to potential CHDP eligibles, children 0 to age 21 who are Medi-Cal eligible, and children 0 to age 19 who are not Medi-Cal eligible. 2. CHDP will maintain responsibility for development and implementation of CHDP/DSS Inter-Agency Agreement to ensure that face-to-face informing about 	<ol style="list-style-type: none"> 1. CHWP will inform Members of available CHDP or CHDP equivalent services. 2. CHWP will provide CHDP office with a current list of Contracting Providers. 3. CHWP will ensure Members are assigned to appropriate Contracting Primary Care

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>entitlement to CHDP Services is done.</p> <ol style="list-style-type: none"> 3. CHDP program staff will provide informing, referral and documentation to persons referred by PM357s from DSS following DSS’ basic informing efforts. 4. CHDP program staff will coordinate with CHWP outreach to Members disenrolled from managed care. 	<p>Physicians.</p> <ol style="list-style-type: none"> 4. CHWP staff will contract CHWP members not utilizing preventive health services, and refer appropriately. 5. CHWP will provide a monthly list of mandatory Medi-Cal disenrollments age 20 and under to CHDP. 6. CHWP will inform Contracting Providers through provider training and provider manual of 200% funding mechanism for those CHDP eligibles that terminate from CHWP.
D. Appointment Scheduling and Transportation Assistance	<ol style="list-style-type: none"> 1. CHDP program staff will handle client requests for assistance with appointment scheduling, dental referrals and transportation assistance by referring to CHWP Member Services Department. 	<ol style="list-style-type: none"> 1. CHWP Primary Care Physicians are primarily responsible for providing CHDP equivalent services, or as otherwise specified in the Medi-Cal Contract, and for referring Members to appropriate physician specialist services. 2. CHWP will provide transportation assistance to Members in accordance with its transportation policies. 3. CHWP will handle Member requests for assistance with appointment scheduling, dental referrals, and transportation assistance.
E. Tracking and Following-Up	<ol style="list-style-type: none"> 1. CHDP program staff will provide consultation to CHWP Contracting Providers in tracking hard to reach clients. 2. CHDP programs staff will provide assistance and technical consultation to CHWP and Contracting Providers in making referrals to appropriate community resources and agencies. 3. CHDP will provide list of dentists who accept Medi-Cal, updated yearly. 	<ol style="list-style-type: none"> 1. CHWP Primary Care Physicians are responsible for primary care case management, including tracking Members with serious problems who do not maintain treatment plan, coordination, medical referrals and continuity of care. 2. CHWP Primary Care Physicians are responsible for follow-up missed appointments in accordance with CHWP procedures.

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
		<ol style="list-style-type: none"> 3. CHWP Primary Care Physicians are responsible for referring those children who have lost Medi-Cal eligibility and CHWP coverage and still require treatment to the CHDP program. 4. CHWP Primary Care Physicians are responsible for referring Members who are potentially eligible to community resources such as CCS, WIC, Head Start, Regional Center, and mental health services. 5. CHWP Contracting Primary Care Physicians will refer all member children 1 year and older to dentists for an initial appraisal and annual exam. 6. CHWP shall notify CHDP and provide copy of PM160 for members who lose Medi-Cal eligibility and CHWP coverage, and still need treatment.
F. Health Education	<ol style="list-style-type: none"> 1. CHDP program staff will perform community-wide education about child health issues, including CHDP services. 2. CHDP program staff will make health education resources available to CHWP and providers that support the provision of anticipatory guidance in the CHDP exam e.g., brochures, videos such as nutrition, injury prevention, lead screening and anti-tobacco information as resources allow. 3. CHDP program staff will meet with CHWP liaison at the quarterly meetings. 	<ol style="list-style-type: none"> 1. CHWP Primary Care Physicians will provide anticipatory guidance according to CHDP guidelines. 2. CHWP health educators will coordinate prevention activities targeted to children and teens with CHDP staff. 3. CHWP staff will meet with CHDP health education staff at the quarterly meetings.
G. Provider Network	<ol style="list-style-type: none"> 1. CHDP will act as a consultant to CHWP and its Contracting Providers regarding CHDP policies and guidelines, including ongoing programmatic update. 2. CHDP will assist CHWP in 	<ol style="list-style-type: none"> 1. CHWP assumes the primary responsibility for Contracting Provider recruitment and credentialing. 2. CHWP will provide training to Contracting Providers on CHDP

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>provider training on CHDP standards, as requested.</p> <p>3. CHDP will distribute all CHDP provider notices to CHWP Contracting Providers and identified CHWP staff.</p>	<p>standards.</p> <p>3. CHWP will provide a list of Contracting Providers to the CHDP program at the time the list is updated.</p>
H. Data Collection	<p>1. CHDP will collaborate with CHWP in data collection efforts and share data as requested.</p>	<p>1. CHWP will collect and submit to State and local CHDP program data required on PM160 Information Only form.</p>
I. Quality Assurance	<p>1. CHDP will provide consultation to CHWP regarding EPSDT/CHDP mandates, standards and policies.</p> <p>2. CHDP program staff will review and analyze data available through PM160 for complete health assessments and problem identification, trends, oversights, immunizations.</p> <p>3. When a problem Provider is identified based on Member complaints, or other information, CHDP will alert CHWP to initiate investigation.</p> <p>4. CHDP will assist in implementation of corrective action plan, as indicated.</p> <p>5. Coordinate efforts with CHWP to improve quality of care for CHDP recipients.</p>	<p>1. CHWP will monitor Contracting Provider compliance with federal EPSDT mandates, Medi-Cal contract and DHCS requirements, establish standards and policies to implement mandates and determine provider qualifications.</p> <p>2. CHWP will collect needed data indicators.</p> <p>3. CHWP will develop corrective action plan when standards are not met.</p> <p>4. CHWP will implement corrective action plan.</p> <p>5. Collaborate with CHDP staff or review of PM160 data to identify training needs.</p>
J. Monitoring	<p>1. Liaisons will meet at least quarterly to monitor this Agreement.</p> <p>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</p> <p>3. CHDP will maintain a Problem Resolution Log.</p>	<p>1. Liaisons will meet at least quarterly to monitor this Agreement.</p> <p>2. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called.</p> <p>3. CHWP will maintain a Problem Resolution Log</p>
K. Conflict	<p>1. CHDP staff will be responsible to communicate issues not</p>	<p>1. CHWP staff will be responsible to communicate issues not</p>

Service	County Child Health and Disability Prevention Program (“CHDP”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
Resolution	immediately resolvable to the State Children’s Medical Services Branch.	immediately resolvable to the Medi-Cal Managed Care Branch.

TUBERCULOSIS/DIRECTLY OBSERVED THERAPY

California Health and Wellness Plan (“CHWP”) will maintain and operate a system that ensures the provision of medically necessary services for the diagnosis, treatment and follow-up care for tuberculosis (“TB”) in compliance with the guidelines recommended by the American Thoracic Society (“ATC”) and Centers for Disease Control and Prevention (“CDC”), as required by the Medi-Cal Contract.

Mono County administers the TB control program locally through Mono County Public Health. Mono County Public Health provides directly observed therapy (“DOT”) for TB, a service which is carved out of CHWP’s Medi-Cal Contract.

The Parties understand and agree that CHWP will not be responsible for compensation to Mono County, or any division thereof, for the provision of DOT services.

In order to achieve optimum clinical outcomes and maximize opportunities to control the spread of TB, the Parties hereby agree to coordinate services relative to TB as follows:

Service	County Local Health Department (“LHD”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
A. Liaison	1. LHD will appoint a designee to coordinate activities with CHWP and to notify CHWP and LHD staff of their roles and responsibilities with respect to TB services.	1. CHWP will appoint a designee to coordinate activities with CHWP and CHDP staff and to notify CHWP employees and Contracting Providers and LHD of their roles and responsibilities.
B. Reporting	1. LHD shall inform CHWP of reporting procedures and requirements and supply appropriate forms.	1. CHWP shall report known or suspected cases of TB to the LHD.
C. Case Management	1. The LHD will assign a TB case manager who will: <ul style="list-style-type: none"> a. Assess risk of TB transmission within 2 working days of case notification by CHWP. b. Visit the Member within 3 to 7 working days, depending on transmission risk factors. c. Initiate contact investigations when indicated. d. Assess and address potential barriers to treatment adherence. e. Verify initial information and collect additional information needed to complete the TB case report. f. Visit the Member as needed to assess and ensure treatment adherence. g. Respond to information requests from the CSP in a timely manner. 2. LHD will share with CHWP case	1. CHWP will notify the LHD of the CHWP clinical services provider (“CSP”) responsible for coordination of care with the LHD for each Member.

Service	County Local Health Department (“LHD”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	management records and information as required by CHWP for coordination of Member care.	
D. Treatment	<ol style="list-style-type: none"> 1. LHD will collaborate with CHWP to identify and address Member barriers to self-administered treatment. 2. LHD will respond promptly to CHWP-reported information 	<ol style="list-style-type: none"> 1. CHWP will, per ATS and CDC recommendations, make available fixed-dose combinations preparations of anti-TB drugs for Members on self-administered therapy when not contraindicated. 2. CHWP will promptly submit treatment plans to the LHD with updates at least every three months or more frequently as determined by the LHD until treatment is completed. 3. CHWP will obtain monthly sputum smears and cultures and report the results of these to the LHD until the results become negative. 4. CHWP will promptly report drug susceptibility results to the LHD. 5. CHWP will report to the LHD when the Member does not respond to treatment. 6. CHWP will notify the LHD when the Member completes TB treatment, ceases TB treatment, or is suspected of nonadherence to TB treatment. 7. CHWP will refer all Members needing DOT to the LHD. 8. CHWP will identify and address Member barriers to self-administered treatment.
E. Directly Observed Therapy	<ol style="list-style-type: none"> 1. LHD will inform CHWP regarding DOT protocols and criteria 2. LHD will provide DOT to CHWP Members recommended for DOT by CHWP or deemed in need of DOT by the LHD 3. LHD will provide medication 	<ol style="list-style-type: none"> 1. CHWP will notify LHD of adverse reactions to medications and of changes in medication orders. 2. CHWP will assess the risk of noncompliance with drug therapy for Members who require placement on anti-TB drug therapy.

Service	County Local Health Department (“LHD”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>records periodically to CHWP and notify CHWP of adverse drug reactions and dosage changes.</p> <p>4. LHD will collaborate with CHWP on joint case management and coordination of care.</p>	<p>3. CHWP will assess the following individuals at risk for non-compliance with treatment and will refer individuals with any of these risks to the LHD for DOT:</p> <ul style="list-style-type: none"> a. Members with demonstrated multiple drug resistance (defined as resistance to Isoniazid and Rifampin); b. Members whose treatment has failed or who have relapsed after completing a prior regimen; c. Children and adolescents; and, d. Individuals who have demonstrated noncompliance (those who failed to keep office appointments). <p>4. CHWP will assess the following groups of Members for potential noncompliance and consideration for DOT:</p> <ul style="list-style-type: none"> a. Substance abusers; b. Persons with mental illness; c. The elderly; d. Persons with unmet housing needs; and, e. Persons with language and/or cultural barriers. <p>5. CHWP will collaborate with LHD on joint case management and coordination of care.</p>
F. Hospital Treatment	<p>1. LHD will review requests for hospital transfer or discharge within 24 hours of receipt of the request.</p>	<p>1. CHWP will obtain LHD approval prior to hospital transfer or discharge of any Members with known or suspected TB.</p>
G. Contact Investigation and Treatment	<p>1. LHD will provide CHWP with written procedures and guidelines for examination and treatment of contacts.</p> <p>2. LHD will refer Members who are Members to CHWP for evaluation and treatment as necessary.</p> <p>3. LHD may provide field-based skin-testing for some Members, as necessary and requested by CHWP.</p>	<p>1. CHWP will cooperate with the LHD in conducting contact and outbreak investigations.</p> <p>2. CHWP will examine, and treat if necessary, within 14 days all Members referred as contacts by the LHD.</p> <p>3. CHWP will report examination results in a timely manner.</p>
H. Health Education	<p>1. LHD will make health education</p>	<p>1. CHWP will provide Providers with information regarding TB control</p>

Service	County Local Health Department (“LHD”) Responsibilities	California Health and Wellness Plan (“CHWP”) Responsibilities
	<p>resources available to CHWP.</p> <p>2. LHD will coordinate community-wide education efforts regarding TB diagnosis, treatment, prevention, and screening.</p>	<p>and treatment strategies.</p>
I. Evaluation	<p>1. LHD will assess treatment parameters and outcomes and work with CHWP to identify and correct deficiencies.</p>	<p>1. CHWP will assess treatment parameters and outcomes and work with LHD to identify and correct deficiencies.</p>
J. Laboratory Services	<p>1. LHD will, as needed, provide technical assistance to CHWP in selecting a laboratory that conforms to requirements.</p>	<p>1. CHWP will utilize laboratories that conform to all the provisions of 17 CCR 2505 and ATS and CDC guidelines.</p>
K. MOU Monitoring	<p>2. Liaisons will meet at least quarterly to monitor this Agreement.</p> <p>3. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</p> <p>4. LHD will maintain a Problem Resolution Log.</p>	<p>2. Liaisons will meet at least quarterly to monitor this Agreement.</p> <p>3. Events or circumstances that require consideration or conflict resolution shall be presented at such meetings. If the nature of the conflict requires immediate attention, additional meetings may be called, as needed.</p> <p>4. CHWP will maintain a Problem Resolution Log</p>
L. Conflict Resolution	<p>1. LHD staff will be responsible to communicate issues not immediately resolvable to the State Department of Public Health or other local authority.</p>	<p>1. CHWP staff will be responsible to communicate issues not immediately resolvable to the Medi-Cal Managed Care Branch.</p>

**LOCAL HEALTH DEPARTMENT
MEDI-CAL MANAGED CARE SERVICES AGREEMENT**

This Agreement is entered into at Camarillo, Ventura County, California, effective _____, ____, by and between Blue Cross of California Partnership Plan ("BCCPP") and _____Mono County Health Department____, a Local Health Department ("LHD").

RECITALS

- A. BCCPP is a California corporation licensed by the California Department of Managed Health Care to operate a health care service plan pursuant to the Knox-Keene Act of 1975 and the Rules of the California Department of Managed Health Care promulgated thereunder (California Health & Safety Code, Sections 1340 to 1399.64 and Title 28 California Code of Regulations, Sections 1300.43 to 1300.99, collectively, the "Knox-Keene Act"), including without limitation to issue benefit agreements covering the provision of health care services and to enter into agreements with entities such as LHD.
- B. BCCPP has a contract(s) with the California Department of Health Care Services (DHCS) to provide Medi-Cal benefits to eligible persons through BCCPP's Medi-Cal Managed Care Program ("MCMCP"). As a Medi-Cal managed care contractor, BCCPP is required to contract with LHD to make available certain public health services to Members.
- C. LHD is organized and operating under the laws of the State of California and possesses any and all licenses and/or governmental approvals required in order for it to provide the public health services required by this Agreement and is qualified to provide such services.

AGREEMENT

I. Relationship Between BCCPP and LHD

- 1.1 The parties have complementary objectives to protect and promote the health of the general population. In order to accomplish their respective responsibilities hereunder, the parties will develop the necessary methods for collaboration, cooperation and communication. The joint activities of BCCPP and LHD will include cooperatively resolving case management issues and sharing of appropriate information on a timely basis.
- 1.2 BCCPP and LHD are independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.
- 1.3 BCCPP and LHD agree that LHD shall maintain a provider/patient relationship with each Member that LHD treats. LHD shall be responsible solely to that Member for the provision of Services.
- 1.4 Nothing in this Agreement is intended to be construed, or be deemed to create any rights or remedies in any third party, including but not limited to a Member or a participating MCMCP Program provider other than LHD.

- 1.5 LHD consents to the memorializing of its legal obligations with BCCPP in one or more separate written agreements that shall not alter the substance of those obligations.
- 1.6 LHD hereby acknowledges its understanding that this Agreement constitutes a contract between LHD and BCCPP as an independent corporation, operating under a license with the Blue Cross and Blue Shield Association, an Association of independent Blue Cross and Blue Shield Plans (the "ASSOCIATION"), permitting BCCPP to use the Blue Cross service mark in the State of California and that BCCPP is not contracting as the agent of the Association. LHD further acknowledges and agrees that LHD has not entered into this Agreement based upon representations by any person other than BCCPP and that no person, entity, or organizations other than BCCPP shall be held accountable or liable to LHD for any of BCCPP's obligations to LHD created under this Agreement. This section shall not create any additional obligations whatsoever on the part of BCCPP, other than those obligations created under other provisions of this Agreement.

II. LHD Services and Responsibilities

- 2.1 Public Health Services. LHD, as applicable and appropriate, will provide the public health services (the "Services") specified below to eligible Medi-Cal members assigned to BCCPP (the "Members"). The responsibilities of LHD and BCCPP with regard to these Services are further specified in Applicable MOUs.

- 2.1.1 Family Planning Services
- 2.1.2 Sexually Transmitted Disease (STD) Services.
- 2.1.3 Confidential HIV Testing.
- 2.1.4 Immunizations.
- 2.1.5 California Children's Services (CCS).
- 2.1.6 Maternal and Child Health (MCH).
- 2.1.7 Child Health and Disability Prevention (CHDP) Program.
- 2.1.8 Tuberculosis Direct Observed Therapy (DOT).
- 2.1.9 Women, Infants, Children (WIC) Food Supplement Program.
- 2.1.10 Mental Health

- 2.2 LHD Core Functions. It is the expectation of the DHCS and the parties that LHD will maintain its traditional core functions. The purpose of this section is to describe the functions of LHD. The core functions are as follows:

- 2.2.1 Health Data Collection and Analysis. This includes the traditional vital statistics, community health assessment, and disease surveillance, case finding and reporting functions of LHD. Additionally, in order to best assess the quality of health in its jurisdiction, local assessment activities will include the systematic analysis, from an epidemiologic perspective, of clinical outcomes and utilization data which may be obtained, by request, from the State.
- 2.2.2 Environmental Protection. This includes services to assure food, water, consumer product and pharmaceutical safety, safe disposal of sewage, waste water, solid waste and hazardous materials; assurance of air and environmental quality; and enforcement of public health safety and sanitary codes.

- 2.2.3 Investigation and Control of Adverse Public Health Conditions. This includes areas such as: emergency medical services; population-based chronic disease prevention; injury/violence prevention and control; disease outbreak management; prevention and management of adverse outcomes in maternal and child health; prevention of disability; and control of other threats to individual health status.
- 2.2.4 Public Information and Education Programs. These are programs to reduce risks to health such as: tobacco, alcohol abuse, sexually transmitted diseases, poor diet, physical inactivity and low immunization levels and to promote healthy lifestyles and beneficial health behaviors such as prenatal care, from an individual as well as public policy level.
- 2.2.5 ~~Public Health Laboratory Services.~~ ~~These include disease screening, environmental toxicology, diagnosis of infectious diseases, and monitoring of the safety of water and food supplies.~~
- 2.2.6 Leadership, Policy Development and Administration. These include assessment, setting of public health standards and policies, and coalition building.
- 2.2.7 LHD will, in accordance with current regulations:
- a. Facilitate necessary referrals. LHD will provide BCCPP with current information on local agencies and organizations, their services and programs for low-income persons, and eligibility requirements (e.g., information and resources booklet).
 - b. Establish a system for coordinating care with BCCPP. Prior to the provision of services, LHD will contact BCCPP to obtain medical information to avoid duplication. LHD will provide BCCPP with the medical records sufficient to meet its case management responsibilities.
 - c. Educate BCCPP Members on managed care and promoting follow-up through their prepaid health plan.
 - d. Make good faith efforts to establish billing and record management systems with BCCPP.
- 2.3 LHD agrees to maintain and make available to the DHCS, upon request, copies of all subcontracts and to ensure that all subcontracts are in writing and require the subcontractor to comply with the requirements of Section 7.2 herein.
- 2.4 LHD shall meet all the applicable requirements of Chapters 3 and 4 of Subdivision 1, Division 3, of Title 22, California Code of Regulations, related to the services LHD is required to perform.
- 2.5 LHD agrees to cooperate with BCCPP in the preparation of all reports required by the DHCS, Department of Health and Human Services (DHHS) and the Department of Managed Health Care (DMHC) necessary to comply with the MCMCP Program requirements.
- 2.6 LHD agrees to participate in the Utilization Management (UM) provided in Article VI, and with such amendments as LHD may be notified of, and to abide by decisions resulting from that review subject to rights of consideration, review and arbitration provided in Section 6.3.

- 2.7 LHD agrees to cooperate with BCCPP's administration of its internal quality of care review and grievance resolution procedures.

III. BCCPP's Responsibilities Regarding Public Health.

- 3.1 BCCPP will seek to:
- 3.1.1 Ensure the planned provision of preventive, primary care and early interventions.
 - 3.1.2 Ensure organized and comprehensive managed care systems that eliminate fragmentation in case management and health care delivery and that improve quality of care.
 - 3.1.3 Refer plan beneficiaries, in compliance with state and federal law and otherwise when appropriate, to local agencies and organizations providing services and programs for low-income persons.
 - 3.1.4 Comply with all State and local requirements for reporting diseases and conditions.
 - 3.1.5 Disseminate to its provider network the information provided by LHD regarding local community resources.
- 3.2 BCCPP agrees to pay LHD compensation pursuant to the provisions of Article IV.

IV. Compensation and Billing

- 4.1 LHD shall seek payment only from BCCPP for the provision of Services except as provided in Section 4.2. The payment from BCCPP shall be limited to the rates referred to in Section 4.7.
- 4.2 Except as permitted under Section 4.3, LHD may also seek payment for the provision of Services from other sources only as available pursuant to the coordination of benefits provisions of the applicable MCMCP Benefit Agreement and Section 4.4.
- 4.3 LHD agrees that the only charges for which a Member may be liable and be billed by LHD shall be for Services not covered by the applicable MCMCP Benefit Agreement and as provided in Section 4.8.
- 4.4 In a case in which BCCPP, under the applicable MCMCP Benefit Agreement, is primary under applicable coordination of benefit rules provided in Title 10 of the California Code of Regulations Section 1300.67.13, BCCPP shall pay the amounts due under this Agreement. In a case in which BCCPP, under the applicable MCMCP Benefit Agreement, is other than primary under the coordination of benefit rules referred to above, BCCPP shall pay the lesser of the amounts which when added to the amounts received by LHD from other sources, pursuant to the applicable coordination of benefits rules, equals one hundred percent (100%) of the amount required by this Agreement in Section 4.7.
- 4.5 LHD shall bill BCCPP within ninety (90) days of providing the Services. LHD shall bill on forms and in a manner acceptable to BCCPP. LHD shall furnish, on request, all information

reasonably required by BCCPP to verify and substantiate the provision of Services and the charges for such Services. BCCPP reserves the right to review all statements submitted by LHD when necessary.

- 4.6 BCCPP shall pay LHD within thirty (30) Working Days of receipt of statements which are accurate, complete and otherwise in accordance with Section 4.5, unless the claim, or portion thereof, is contested by BCCPP, in which case LHD shall be notified in writing within thirty (30) Working Days. The term "contested" in this paragraph has the same meaning as in the California Health and Safety Code, Section 1371.
- 4.7 LHD agrees to accept the fee schedule as provided in Exhibit A, attached to and made part of this Agreement, or LHD's covered billed charges, whichever is less, as payment in full for all Services provided to Members. Such payment shall be for Services provided on or after the effective date of this Agreement. If LHD receives any additional surcharge from a Member, BCCPP shall require that LHD promptly refund the amount thereof to the Member. LHD agrees to hold harmless the state of California and Members in the event BCCPP cannot or will not pay for Services provided by LHD.
- 4.8 LHD shall not charge Members for Services denied as not being Medically Necessary under Article V, unless LHD has obtained a written waiver from that Member or an individual legally responsible for Member. The waiver, except in Emergency situations, must be obtained in advance of rendering Services and shall specify those Services which BCCPP has denied as not being Medically Necessary and shall clearly state that the Member, or individual legally responsible for the Member, shall be responsible for payment of Services denied by BCCPP.
- 4.9 Any amount paid by BCCPP to LHD under this Agreement determined subsequently by BCCPP to have been an overpayment will be considered indebtedness of LHD to BCCPP. BCCPP shall have a first lien in the amount of such indebtedness and may, at its sole option, recover such indebtedness by: (i) deducting from and setting off any amount or amounts due and payable from BCCPP to LHD at any time under this Agreement or any other agreement between BCCPP and LHD, or for any reason, an amount or amounts equal to such indebtedness of LHD; and/or (ii) requesting a refund from LHD.
- 4.10 LHD agrees that Members shall not be subject to discrimination regardless of race, creed, color, religion, physical/mental handicap, sexual orientation, marital status or national origin/ancestry.
- 4.11 LHD shall designate on Exhibit D (attached and incorporated herein by reference) the linguistic services to be provided to Members and the names of the individuals who will provide such services.

V. Local Health Department Services Which May be Transferred to BCCPP

- 5.1 LHD has acknowledged expertise and experience in AIDS early intervention clinics, public health nursing, TB control, etc. In order to provide such services, BCCPP may contract with LHD or another qualified provider outside the plan, or choose to provide these services with its own personnel. Whichever option is selected, the parties acknowledge that DHCS quality standards will be met as demonstrated through audits and other evaluation procedures.

VI. UTILIZATION MANAGEMENT (UM)

- 6.1 BCCPP may establish a UM program which shall seek to assure that Services provided to Members are or were Medically Necessary. The UM shall follow the procedures described on Exhibit B, attached to and made part of this Agreement. BCCPP may change UM procedures by delivering amendments to, or a replacement for, Exhibit B at least thirty (30) days prior to implementation.
- 6.2 UM for Services may include, but is not limited to, the following:
- (1) "Pre-service review" to determine whether Services are Medically Necessary; and
 - (2) "Concurrent review" to determine whether continuing Services are Medically Necessary; and
 - (3) "Retrospective review" to determine whether Services were Medically Necessary; and
 - (4) "Case Management" to determine, in conjunction with the attending physician or participating medical group, appropriate alternative treatment plans.
- 6.3 LHD may appeal a UM decision. The appeal shall be commenced by requesting reconsideration by the organization or entity making the initial decision. If LHD is not satisfied with that result, a review by BCCPP shall be requested. If LHD continues not to be satisfied, LHD's remedy shall be arbitration as provided in Exhibit C, attached to and made part of this Agreement.

VII. Records Maintenance, Availability, Inspection and Audit

- 7.1 LHD shall prepare and maintain all appropriate records on Members receiving Services from LHD. The records shall be maintained in accordance with applicable general standards, prudent record-keeping procedures and as required by law.
- 7.2 BCCPP, the DHCS, DHHS, DMHC and the Department of Justice ("DOJ") shall have access (which includes inspection, examination and copying) at reasonable times upon demand to the books, records and papers of LHD at LHD's office or such other mutually agreeable location in California relating to the Services LHD provides to Members, to the cost thereof, and to payments LHD receives from Members or others on their behalf. LHD shall maintain such records and provide such information to BCCPP, the DHCS, DHHS, DMHC and the DOJ as may be necessary for BCCPP' compliance with the requirements of this Agreement and the Knox-Keene Act. LHD shall maintain such records in accordance with applicable general standards for at least five (5) years from the close of the DHCS' fiscal year in which this Agreement is in effect, and such obligations shall not be terminated upon a termination of this Agreement, whether by rescission or otherwise.
- 7.3 Ownership and access to records of Members shall be controlled by applicable law.
- 7.4 All records must be maintained in a system that permits prompt retrieval of information. Medical records are to be legible, documented accurately in a timely manner and readily accessible.

VIII. Liability, Indemnity and Insurance

- 8.1 Neither BCCPP nor LHD nor any of their respective agents or employees shall be liable to third parties for any act or omission of the other party.
- 8.2 LHD, at its sole expense, agrees to maintain adequate insurance for professional liability and comprehensive general liability.
- 8.3 Upon request by BCCPP, LHD shall provide BCCPP with copies of insurance policies required under Section 8.2.
- 8.4 LHD agrees to notify BCCPP no less than thirty (30) days prior to the termination, cancellation, or lapse of all or any portion of LHD's insurance coverage.

IX. Marketing, Advertising and Publicity

- 9.1 BCCPP shall have the right to use the name of LHD for purposes of informing Members, prospective Members, and Participating MCMCP Program Providers of the identity of Participating MCMCP Program Providers.
- 9.2 Except as provided in Section 9.1, BCCPP and LHD each reserve the right to and the control of the use of its name and all symbols, trademarks or service marks presently existing or later established. In addition, except as provided in Section 9.1, neither BCCPP nor LHD shall use the other party's name, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of that party and shall cease any such usage immediately upon written notice of the party or on termination of this Agreement, whichever is sooner.

X. Dispute Resolution

- 10.1 BCCPP and LHD agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement.
- 10.2 In the event that any problem or dispute concerning the terms of this Agreement, other than a UM decision as provided for in Article VI, is not satisfactorily resolved, BCCPP and LHD agree to arbitrate such problem or dispute. Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. The arbitration will be conducted under the Commercial Rules of the Judicial Arbitration and Mediation Services (JAMS), unless otherwise mutually agreed in writing by BCCPP and LHD. LHD and BCCPP agree that the arbitration results shall be binding on both parties in any subsequent litigation or other dispute. The initiation of the arbitration by written demand must be made within two (2) years of the date upon which the problem or dispute arose.

XI Term and Termination

- 11.1 When executed by both parties, this Agreement shall become effective as of the date noted on page one and shall continue in effect until terminated pursuant to this Agreement. Notwithstanding the aforementioned, this Agreement shall only become effective upon approval by the DHCS in writing or by operation of law where the State has acknowledged receipt of the proposed Agreement and has failed to approve or disapprove the proposed Agreement within sixty (60) calendar days of receipt. The parties agree the DHCS shall be notified in accordance with Section 11.4 herein in the event this Agreement is terminated.
- 11.2 Either party may terminate this Agreement, by giving at least (120) days prior written notice. Nothing contained herein shall be construed to limit either party's lawful remedies in the event of a material breach of this Agreement.
- 11.3 After the effective date of termination, this Agreement shall remain in effect for the resolution of all matters subject to this Agreement but unresolved at that date.
- 11.4 In the event this Agreement is terminated, LHD agrees to assist BCCPP in the transfer of Member medical care including making available to the DHCS and BCCPP copies of medical records, patient files, and any other pertinent information held by LHD necessary for efficient case management of Members, as determined by the Director of the DHCS. The parties acknowledge that the cost of reproduction required by this provision will not be billed to Members, but will be borne by the DHCS.

XII. Definitions

- 12.1 "Affiliate(s)" means a corporation or other organization(s) owned or controlled, either directly or through parent or subsidiary corporations, by BCCPP, or under common control with BCCPP.
- 12.2 "Benefit Agreement(s)" means the written agreement entered into by BCCPP and individuals or entities under which BCCPP provides, indemnifies, or administers health care benefits to persons enrolled in the MCMCP Program. When such written agreement is between an individual or entity and an Affiliate, LHD shall owe the obligations of this Agreement to such Affiliate and look to such Affiliate for the performance of obligations owed to LHD under this Agreement.
- 12.3 "Coordination of Benefits" means the method of determining primary responsibility for payment of covered services under the terms of the applicable MCMCP Benefit Agreement or insurance policy, and applicable law and regulations, when more than one payor may have liability for payment for services received by Member.
- 12.4 "Emergency" means a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including without limitation sudden and unexpected severe pain) that the patient may reasonably believe that the absence of immediate medical attention could reasonably result in any of the following:
- (1) Placing the patient's health in jeopardy,
 - (2) Serious impairment to bodily functions,
 - (3) Other serious medical consequences, or
 - (4) Serious and/or permanent dysfunction of any bodily organ or part.

- 12.5 "Medically Necessary" means procedures, supplies, equipment or services that BCCPP determines to be:
- (1) Appropriate for the symptoms, diagnosis or treatment of the medical condition; and
 - (2) Provided for the diagnosis or direct care and treatment of the medical condition; and
 - (3) Within standards of good medical practice within the organized medical community; and
 - (4) Not primarily for the convenience of the Member's PHYSICIAN or another provider; and
 - (5) The most appropriate procedures, supplies, equipment or service which can safely be provided. The most appropriate procedures, supplies, equipment or service must satisfy the following criteria: (i) there must be valid scientific evidence demonstrating that the expected health benefits from the procedure, supply, equipment or service are clinically significant and produce a greater likelihood of benefit, without a disproportionately greater risk of harm or complications, for the Member with the particular medical condition being treated than other alternatives; and (ii) generally accepted forms of treatment that are less invasive have been tried and found to be ineffective or are otherwise unsuitable; and (iii) for hospital stays acute care as an inpatient is necessary due to the kind of services the Member is receiving or the severity of the medical condition, and safe and adequate care cannot be received as an outpatient or in a less intensified medical setting
- 12.6 "Medical Services" means those services provided by a Participating MCMCP Program Provider and covered by the MCMCP Program Benefit Agreement.
- 12.7 "Member(s)" means "Eligible Beneficiaries", as defined in the contract between BCCPP and the DHCS, who have enrolled in the Medi-Cal Managed Care Program.
- 12.8 "Participating MCMCP Program Provider" means a hospital, other health facility, physician or other health professional which has entered into an agreement with BCCPP to provide health care services for prospectively determined rates.
- 12.9 "Supplies" means those supplies provided by a Participating MCMCP Program Provider and covered by the MCMCP Program Benefit Agreement.
- 12.10 "Utilization Management" means a function performed by BCCPP, or other entity acting on behalf of BCCPP that has been approved by the DMHC, to review and determine whether Medical Services or Supplies provided, or to be provided, are Medically Necessary.

XIII. General Provisions

- 13.1 Assignment. No assignment of the rights, duties or obligations of this Agreement shall be made by LHD or BCCPP without the express written approval of a duly authorized representative LHD or BCCPP. Any attempted assignment in violation of this provision shall be void as to BCCPP. Notwithstanding the aforementioned, LHD agrees that any assignment or delegation of this Agreement shall be void unless prior approval is obtained from the DHCS.

- 13.2 Subcontracting. Except as otherwise specified herein, LHD shall not subcontract any obligation set forth herein, without the prior written consent of BCCPP.
- 13.3 Waiver of Breach. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- 13.4 Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (i) by personal delivery (notice shall be deemed given on the date of delivery), (ii) by United Parcel Post (UPS) or other next day delivery service (notice shall be deemed given on the date of actual receipt), (iii) by first-class mail, postage prepaid certified or registered return receipt requested (notice shall be deemed given on the date of actual delivery) and (iv) by cablegram or telegram with confirmation of transmission (notice shall be deemed given on the date on the confirmation) and (v) facsimile transmission with confirmation (notice shall be deemed given on the date on the confirmation).

If to BCCPP:

5151A Camino Ruiz
Camarillo, CA 95814
Attn: Director, Compliance

With copy to: Legal Department
State Sponsored Business Counsel
21555 Oxnard Street
Woodland Hills, California 91367

If to LHD:

Director
Mono County Health Department
437 Old Mammoth Road
Mammoth Lakes, CA 93546

If to the DHCS:

1501 Capitol Avenue
Sacramento, CA 95814
Attn: Contract Manager for BCCPP of California

- 13.5 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable by a valid act of Congress, or of the California Legislature, or by any regulation duly promulgated by the Officers of the United States or of the State of California acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- 13.6 Entire Agreement. This Agreement, together with its Exhibits, contains the entire Agreement between BCCPP and LHD relating to the rights granted, and the obligations assumed, by the parties concerning the provision of Hospital Services to Members. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

- 13.7 Disclosure. If applicable, LHD agrees to furnish BCCPP with the names of its officers, owners, stockholders owning more than ten percent (10%) of its stock and major creditors holding more than five percent (5%) of the debt of LHD; this information shall become public record on file with the DHCS.
- 13.8 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California and all other laws, regulations and contractual obligations of BCCPP. Without limiting the foregoing, BCCPP is subject to the requirements of the Knox-Keene Act and any provision required to be in this Agreement thereunder shall bind BCCPP and LHD, whether or not expressly provided in this Agreement.
- 13.9 Amendment. This Agreement or any article or section of it may be amended at any time during the term of the Agreement by mutual written consent of duly authorized representatives of the parties. An amendment to this Agreement shall be submitted to the DHCS for prior approval at least thirty (30) days before the effective date of any proposed changes governing compensation, services, or term. Proposed changes which are neither approved nor disapproved by the DHCS shall become effective by operation of law thirty (30) days after the DHCS has acknowledged receipt or upon the date specified in the amendment, whichever is later.
- 13.10 DHCS Approval. The parties acknowledge that this Agreement must be approved by the Department's Medi-Cal Managed Care Division on joint recommendation from the Divisions of Prevention Services and Primary Care and Family Health prior to BCCPP commencing operations. This Agreement shall only become effective as to Members under the MCMCP Program upon approval by the DHCS in writing or by operation of law. The parties agree the DHCS shall be notified in the event this Agreement is terminated.

BLUE CROSS OF CALIFORNIA
PARTNERSHIP PLAN

LOCAL HEALTH DEPARTMENT

Signature

Signature

Name

Name

Title

Title

Date

Date

EXHIBIT A

COMPENSATION RATES

LHD agrees that it shall accept, pursuant to Article IV, the lesser of LHD's usual or customary rate or Anthem Blue Cross Proprietary Medi-Cal-rate on file.

EXHIBIT B
UM PROCEDURES

I. INTRODUCTION

- A. BCCPP has established a UM program to conduct UM as provided in Article VI. BCCPP and/or any and all Review Organizations with which BCCPP may contract shall establish and maintain review procedures and screening criteria which take into account locally acceptable standards for quality medical care.

- B. The UM process has two primary objectives:
 - (1) To assure that LHD services provided to Members are Medically Necessary; and
 - (2) To assure that LHD services meet locally developed community standards for quality care and are provided at the appropriate level of care.

- C. BCCPP shall accept approval decisions made by an outside Review Organization, designated by BCCPP, regarding Medical Necessity as binding on BCCPP. Denial decisions shall be subject to the appeal procedures provided in Exhibit C.

II. DEFINITIONS

The following definitions are in addition to any definitions in Article II of this Agreement:

- A. "Certification Letter" means a document on which is stated BCCPP determinations regarding UM pursuant to this Agreement.

- B. "Norms" means numerical or statistical measures of observed performance of health care services derived from aggregated information related to the health care services provided to a statistically significant number of persons, as developed by the Review Organization.

- C. "Physician Advisor" means a validly licensed physician who is employed by or on contract to BCCPP to carry out UM.

- D. "Review Coordinator" means a professionally qualified person who is competent to conduct initial review, data analysis and other functions involved in the UM performed pursuant to this Agreement.

- E. "Review Organization" means an entity which provides the UM services described in this Agreement. It applies to the BCCPP Managed Care Services Department, as well as to other entities who may perform review activities on behalf of BCCPP.

- F. "Screening Criteria" means those written guidelines adopted by BCCPP pursuant to this Exhibit C.

- G. "Working Day" means any day, Monday through Friday, excluding legal holidays.

III. RESPONSIBILITIES OF BCCPP

- A. BCCPP shall develop, update and maintain Screening Criteria.
- (1) Screening Criteria shall be developed for the purpose of making an initial determination of whether Services are Medically Necessary.
 - (2) Screening Criteria shall be based on professional expertise, current professional literature, and cumulative information on health care services provided within the community to a statistically significant number of persons.
 - (3) Screening Criteria shall be developed to enable the Review Coordinator to select for review by the Physician Advisor only those cases which appear outside locally accepted professional Norms.
- B. BCCPP shall utilize professionally qualified review personnel to perform the duties of Review Coordinators. Such Review Coordinators shall have authority to use the Screening Criteria to provide approval for Services. A Review Coordinator shall have no authority to deny Services.
- C. BCCPP may deny Services, but only by a Physician Advisor, after a review by the Physician Advisor of information contained in the Member's medical record and after consultation with the Attending Physician. If the Attending Physician is unavailable for consultation with the Physician Advisor and available information is insufficient for approval of the Services, the Physician Advisor shall deny the commencement or continuation of services subject to reconsideration and other appeal as provided in Article VI and Exhibit C of this Agreement.
- D. When preservice review is performed, BCCPP shall respond to requests by providing a determination by telephone within three (3) Working Days of such requests. A certification number shall be given to the Attending Physician and to LHD from whom the patient is scheduled to receive the Services.
- E. BCCPP shall provide written notification on a Certification Letter of approved requests for preservice review within three (3) Working Days of the request. Such notification shall be mailed to the Attending Physician, LHD, and the Member.
- F. BCCPP shall respond to requests for reconsideration of denied preservice requests pursuant to Section 6.3, by making a redetermination and communicating the results to the Attending Physician and LHD by telephone and in writing within three (3) Working Days of the request.
- G. BCCPP may conduct continuing review of Services.
- H. BCCPP shall use the Screening Criteria to establish review dates for Services. Review dates shall be noted. If the Member continues to receive Services, an

additional concurrent review may be conducted on or before the noted review date, a redetermination made and, if appropriate, a new review date established pursuant to this section. This process shall continue until either the Member is discharged or the Physician Advisor determines that, based on available information from the Member's medical record and the Attending Physician, continued Services are not approved as Medically Necessary.

- I. If the Physician Advisor determines, on the basis of available information obtained from the Member's medical records and the Attending Physician, that continued Services are not approved, BCCPP shall notify LHD, the Attending Physician and the Member or the Member's authorized representative, in writing, on the Certification Letter, within three (3) Working Days. Such notification shall include an explanation of the procedure for requesting reconsideration.
- J. If reconsideration of a denied continuation of Services is requested, BCCPP shall reconsider the decision and communicate it to LHD by telephone and to LHD, the Attending Physician and the Member, in writing, within three (3) Working Days of the request if the Member is still receiving services. Otherwise, BCCPP shall notify LHD, the Attending Physician and the Member of the reconsideration decision, in writing, on the Certification Letter, within twenty (20) Working Days of the request. Further appeal shall be conducted, if requested, according to the appeal procedures provided in Exhibit D.
- K. In making any determination regarding whether LHD's commencement or continuation of Services is Medically Necessary, BCCPP shall consider all relevant information. BCCPP shall thoroughly document its actions and the rationale for its determinations.

IV. RESPONSIBILITIES OF LHD AND/OR ATTENDING PHYSICIAN

- A. LHD and/or Attending Physician shall request a preservice review from BCCPP at least three (3) Working Days prior to scheduled Services to avoid retrospective denial of payment for such Services provided to Member. This may be done by phoning the Managed Care Services Department at (800) 274-7767. Preservice review will be done in accordance with Section III. D. of this Exhibit C.
- B. LHD and/or Attending Physician shall provide the following information to BCCPP at the time of the request for preauthorization:
 - (1) Patient's name and Member certificate number;
 - (2) Patient's age and sex;
 - (3) Patient's diagnosis;
 - (4) Attending Physician's name and telephone number;
 - (5) Description of services; e.g., drug name, dosage, frequency, duration and treatment course;
 - (6) Planned date(s) of service;
 - (7) Name and telephone number of planned LHD; and
 - (8) Other information requested by BCCPP.

V. REFERRAL CARE

- A. Scheduled referral to providers of Services who are not Participating Providers:
- (1) Preservice review should be requested for any scheduled referral for Services to providers who are not Participating Providers if the Member is to receive maximum benefits available under the Member's Benefit Certificate.
 - (2) Preservice review for referral care shall be requested by the Attending Physician and/or LHD. When preservice review is performed, BCCPP shall determine whether the services are Medically Necessary and if they could be provided by a Participating Provider of Services. BCCPP shall not authorize commencement of Services or continued Services from a provider of Services which is not a Participating Provider which could be provided by a Participating Provider in a manner consistent with the needs of the Members.
 - (3) BCCPP shall provide notification of the determination regarding referral care by telephone and in writing on the Certification Letter within three (3) Working Days of the request.
- B. Emergency Services and continuing provision of Services from a provider which is not a Participating Provider may be reviewed by BCCPP to determine if the Services are Medically Necessary and whether the services should be commenced by a Participating Provider in order to provide maximum benefits available under the Member's Benefit Agreement.

VI. OTHER PROCEDURES AND INFORMATION

- A. UM and Payment of Claims:
- (1) When applicable, the certification number shall be written on the claim form or a copy of the Certification Letter shall be attached to the claim form when the claim is submitted to BCCPP for payment. Claim forms without the Certification number or letter may be returned to LHD.
 - (2) The UM decision made by BCCPP is solely for determining whether Services are Medically Necessary and/or can be safely provided in the home. Claim processing and payment determination shall be the sole responsibility of BCCPP.

EXHIBIT C

ARBITRATION FOR UM

The initial decision regarding whether Services are Medically Necessary shall be made pursuant to Section 6.1. LHD may appeal such a decision pursuant to the terms of Section 6.3. Arbitration under that section shall follow the procedures below.

- A. LHD agrees to submit any dispute concerning a UM decision, unresolved by reconsideration or review pursuant to the terms of Section 6.3, to binding arbitration. The arbitration shall be commenced by LHD by making written demand on BCCPP. The scope of that arbitration shall be limited to a determination of whether, or to what extent, benefits specified in the applicable MCMCP Program Benefit Agreement were Medically Necessary or otherwise payable for the claim or claims in dispute.

- B. The arbitration shall be conducted under the Commercial Rules of the Judicial Arbitration and Mediation Services (JAMS) , unless otherwise mutually agreed in writing by BCCPP and LHD. LHD and BCCPP agree that the arbitration findings shall be binding upon any subsequent litigation.

EXHIBIT D

LINGUISTIC SERVICES

(LHD shall designate the linguistic services to be provided to Members and the names of the individuals who will provide such services according to Section 4.11 of this contract)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ANTHEM BLUE CROSS OF CALIFORNIA
AND THE
MONO COUNTY PUBLIC HEALTH DEPARTMENT**

CHILD HEALTH AND DISABILITY PREVENTION (CHDP) PROGRAM

CATEGORY	LOCAL CHDP PROGRAM	ANTHEM BLUE CROSS
LIAISON	<ol style="list-style-type: none"> 1. CHDP Deputy Director or designee will coordinate activities with Anthem Blue Cross and notify CHDP staff of their roles and responsibilities. 	<ol style="list-style-type: none"> 1. Local QM Nurse or designee will serve as liaison to coordinate activities with CHDP to notify staff and providers of their CHDP responsibilities, and insure communication to resolve operational, administrative and policy complications. The State has jurisdiction and requirements for LHD CHDP & provider regarding policies, etc.
CLIENT OUTREACH	<ol style="list-style-type: none"> 1. Conduct outreach to potential Medi-Cal eligibles, 0-21 years. This is done at DSS via PM357 2. Maintain responsibility for development of CHDP-Inter-Agency Agreement to ensure that face-to-face informing about entitlement to CHDP services is done by Department of Social Services and Juvenile Probation Department. 3. Provide intensive informing, <i>as defined between the county and Anthem</i>, referral, and documentation to persons referred by PM 357 from DSS following basic informing efforts. 4. Assist Anthem Blue Cross to outreach to members not utilizing preventive health services as agreed to by both parties. 5. Inform Plan providers of mechanism for those M/C eligible (0-19 years 	<ol style="list-style-type: none"> 1. Anthem Blue Cross will inform members of their entitlement by mail, including availability of CHDP services, e.g. preventive and well care within 7 days of enrollment effective date. 2. Anthem Blue Cross will provide CHDP office a current list of primary care providers or list of IPAs. 3. Customer Service Supervisor will ensure that members are assigned to appropriate providers within 40 days of enrollment. 4. Customer Service Unit Representatives, CRC Staff, and/or Outreach Workers will contact Anthem Blue Cross members not utilizing preventive health services on an ongoing basis after being notified that Primary Care Providers (PCP)-to-member contact has failed. These efforts include preventive care notices, phone contacts, and home

**MEMORANDUM OF UNDERSTANDING
BETWEEN
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AND THE
MONO COUNTY PUBLIC HEALTH DEPARTMENT**

CHILD HEALTH AND DISABILITY PREVENTION (CHDP) PROGRAM

	<p>of age) who disenroll from Anthem Blue Cross, lose full scope eligibility and/or for family members 0-19 years of age who are not Medi-Cal beneficiaries. <i>Done in provider training.</i></p>	<p>visits. 5. The provider training will include information regarding funding mechanism for children who are ineligible for Anthem Blue Cross benefits, but are still eligible for CHDP screenings and wellness exams.</p>
APPOINTMENT SCHEDULING AND TRANSPORTATION ASSISTANCE	<p>1. Process client requests for assistance with appointment scheduling, dental referrals, transportation assistance, and coordination with Anthem Blue Cross member services.</p>	<p>1. Anthem Blue Cross will inform providers of their responsibility for assisting patients in scheduling medical appointments. 2. For Anthem Blue Cross members only, Customer Service Unit Representatives and CRC Staff will offer assistance in scheduling appointments for covered medical services and transportation for those services as requested by Blue Cross members and by CHDP program staff.</p>
TRACKING AND FOLLOW-UP	<p>1. Assist in identifying and, as resources are available; tracking high-risk, hard to reach clients, including those Anthem Blue Cross members lost to care (e.g. Multiple missed appointments, no services utilization, etc.). Assist Anthem Blue Cross members attempting to locate services and information refer to Anthem Blue Cross Customer Service Unit or CRC. 2. Assist and provide</p>	<p>1. Anthem Blue Cross will inform PCP's of the need to provide and document primary care case management - including: <ul style="list-style-type: none"> • Coordination of care • Medical and dental referrals • Continuity of care • Follow-up on missed appointments according to provider contracts. 2. Anthem Blue Cross and the PCP will inform parents/guardians about the importance of initial dental</p>

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ANTHEM BLUE CROSS OF CALIFORNIA
AND THE
MONO COUNTY PUBLIC HEALTH DEPARTMENT**

CHILD HEALTH AND DISABILITY PREVENTION (CHDP) PROGRAM

	<p>technical consultation to Anthem Blue Cross and Anthem Blue Cross providers in making referrals to appropriate community resources and agencies.</p> <p>3. Provide follow-up case management, as resources allow, for children identified by providers on PHP PM 160 as needing dental care services.</p>	<p>assessment for members reaching 3 years of age.</p>
HEALTH EDUCATION	<p>1. Perform community-wide education about child health issues, including CHDP services.</p> <p>2. Make health education resources available to providers that support the provision of anticipatory guidance during CHDP exam.</p>	<p>1. Customer Service Unit staff and CRC staff will give health education targeted to children and teens.</p> <p>2. Anthem Blue Cross will instruct PCP's to provide anticipatory guidance to children and teens according to CHDP guidelines.</p>
PROVIDER NETWORK	<p>1. Consult with Anthem Blue Cross and Anthem Blue Cross providers regarding CHDP policies and guidelines, including ongoing policy and programmatic updates.</p> <p>2. In collaboration with Anthem Blue Cross staff, enroll primary care providers who qualify to become CHDP providers.</p> <p>3. Assist Anthem Blue Cross in provider training regarding CHDP standards as requested.</p> <p>4. The local CHDP program retains responsibility for distribution of provider notices and distributes CHDP notices to Anthem Blue Cross</p>	<p>1. Anthem Blue Cross will assume responsibility for developing and maintaining a provider network to meet regulations and member needs.</p> <p>2. Anthem Blue Cross will attempt to contract with qualified CHDP PCP's as they are identified to us by CHDP or encourage PCP's to enroll with CHDP.</p> <p>3. Blue Cross will encourage and support CHDP Provider.</p> <p>4. Anthem Blue Cross will provide information to providers on CHDP standards and policies in coordination with CHDP provider relations' staff.</p> <p>5. Local QM staff will assist local CHDP program with</p>

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ANTHEM BLUE CROSS OF CALIFORNIA
AND THE
MONO COUNTY PUBLIC HEALTH DEPARTMENT**

CHILD HEALTH AND DISABILITY PREVENTION (CHDP) PROGRAM

	<p>providers and identifies Anthem Blue Cross staff.</p> <p>5. Collaborate with Anthem Blue Cross in performing PCP site reviews, and completion of provider agreements.</p>	<p>distribution of provider notices as reasonably requested.</p> <p>6. Local QM staff will collaborate with local CHDP staff in reviewing PCP offices for compliance with CHDP standards as possible.</p>
CASE MANAGEMENT	<p>1. Review PM 160s and provide follow-up case management.</p> <p>2. CHDP program staff will consult with Anthem Blue Cross PCPs regarding available community referral sources for child/family health services.</p>	<p>1. Anthem Blue Cross will instruct PCPs to provide case management. As a primary case manager, PCP will coordinate referrals and ensure continuity of care.</p>
DATA COLLECTION	<p>1. Data collection is already done by LHD through Performance Measures,</p> <p>2. PM 160 forms are available to the provider from the local CHDP office.</p>	<p>1. Anthem Blue Cross will ensure required CHDP data from the PHP PM 160 form is completed by provider and submitted as required:</p> <ul style="list-style-type: none"> • The PCP will forward one copy of the PM 160 to CHDP and submit one copy to Blue Cross • Blue Cross will forward a copy of the PM 160 to DHS.
QUALITY ASSURANCE	<p>1. Consult with Anthem Blue Cross regarding EPSDT mandates.</p> <p>2. Review and analyze data available through PM 160 for complete health assessment and problem identification, trends, oversights, inaccuracies, etc. Review same with Anthem Blue Cross local QM nurse.</p> <p>3. When a problem provider is identified based on member complaints, PM 160 reviews, or other</p>	<p>1. Anthem Blue Cross will monitor and use reasonable efforts to ensure provider compliance with federal EPSDT mandates; and establish policies to implement mandates.</p> <p>2. Local QM nurse will meet via teleconference regularly, at least quarterly, with CHDP staff to discuss needed policy changes and to monitor this agreement. The local QM nurse will team lead these efforts with the CHDP Liaison.</p> <p>3. Local QM staff will develop</p>

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ANTHEM BLUE CROSS OF CALIFORNIA
AND THE
MONO COUNTY PUBLIC HEALTH DEPARTMENT**

CHILD HEALTH AND DISABILITY PREVENTION (CHDP) PROGRAM

	<p>information, CHDP will alert Anthem Blue Cross to initiate and assist in an assessment and development of a corrective action. Corrective Action is referred to the State level.</p> <ol style="list-style-type: none"> 4. Collaborate and develop with Anthem Blue Cross a Quality Assurance (QA) plan to evaluate provider compliance with medical case management responsibilities and use of community resources. 5. Conduct visits to provider offices to review PCP compliance with CHDP standards and policies. 	<p>corrective action plans when standards are not met.</p> <ol style="list-style-type: none"> 4. In conjunction with Local QM Nurse-Anthem Blue Cross will implement corrective action plans as needed and review for compliance. 5. Local QM Nurse will coordinate the review of PCP offices for compliance with case management standards. 6. Anthem Blue Cross will monitor and have oversight of PCP UM/QM activities and take appropriate corrective action when necessary.
MONITORING AND CONFLICT RESOLUTION	<ol style="list-style-type: none"> 1. Meet with Anthem Blue Cross liaison at quarterly intervals to monitor this agreement. 2. Conduct quarterly MOU review, update and/or renegotiations of this agreement, as is mutually agreed. 3. Provide 60 days notice to Anthem Blue Cross should CHDP decide to modify this agreement. 4. If issues are not resolved at the local level, the local CHDP program will notify the appropriate State Program (Children's Medical Services). 	<ol style="list-style-type: none"> 1. Local QM Nurse will meet via teleconference with the CHDP liaison quarterly and upon request to monitor the MOU. Local QM Nurse will conduct quarterly meetings to review, update and/or renegotiate the MOU as is mutually agreed. 2. Anthem Blue Cross will provide 60 days notice to CHDP should Blue Cross decide to modify this agreement. 3. If issues are not resolved at the local level, Anthem Blue Cross will notify the DHS MMCD contract manager.
PROTECTED HEALTH INFORMATION	<ol style="list-style-type: none"> 1. County CHDP Program will comply with all applicable laws pertaining to use and 	<ol style="list-style-type: none"> 1. Anthem Blue Cross will comply with applicable portions of

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ANTHEM BLUE CROSS OF CALIFORNIA
AND THE
MONO COUNTY PUBLIC HEALTH DEPARTMENT**

CHILD HEALTH AND DISABILITY PREVENTION (CHDP) PROGRAM

	<p>disclosure of PHI including but not limited to:</p> <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> • CMIA (Ca Civil Code 56 through 56.37) <p>2. County CHDP Program will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</p> <p>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</p> <p>4. County CHDP Program will notify Anthem Blue Cross of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</p>	<ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> • CMIA (Ca Civil Code 56 through 56.37) <p>2. Anthem Blue Cross will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem Blue Cross members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem Blue Cross or anyone else including state agencies.</p> <p>3. Anthem Blue Cross will notify County CHDP Program within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</p>
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Anthem Blue Cross

Date

County

Date

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 ANTHEM BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC.
 AND THE
 MONO COUNTY PUBLIC HEALTH DEPARTMENT
 TUBERCULOSIS DIRECT OBSERVED THERAPY (DOT)**

CATEGORY	LOCAL HEALTH DEPARTMENT (LHD) PROGRAM	ANTHEM BLUE CROSS
LIAISON /OPERATIONS	1. The TB Control Officer or designee will : <ol style="list-style-type: none"> a. Serve as a liaison to coordinate activities with Anthem Blue Cross. b. Notify relevant staff of their roles and responsibilities related to coordination. c. At the request of the QM Nurse, meet at least quarterly to address and resolve operational issues and to identify providers who may need training or retraining, and identify who will provide the training. 	1. Local Quality Management (QM) Nurse and/or designee will serve as liaison to coordinate activities with the Health Department and will: <ol style="list-style-type: none"> a. Meet quarterly with TB Control Officer or designee to review operational issues and to mutually resolve issues, and to identify providers who may need training or retraining, and identify who will provide the training. 2. Anthem Blue Cross will notify providers of their responsibilities regarding Tuberculosis Direct Observed Therapy.
QUALITY IMPROVEMENT	1. TB Control Officer will: <ol style="list-style-type: none"> a. Maintain standards of diagnosis and treatment consistent with standards of care. b. Consult with the Anthem Blue Cross Medical Director and/or designee, as needed. 	1. Anthem Blue Cross shall direct contracting providers to use contracted, State licensed laboratories. 2. Medical Director or designee will consult with the local TB Medical Director to develop outcome and process measures for the purpose of measurable and reasonable quality assurance.
CASE MANAGEMENT OVERSIGHT	1. TB Community Outreach staff will: <ol style="list-style-type: none"> a. Provide TB specific case oversight for each case or suspected case of TB for therapy, and ensure continuity of care through ongoing communication with the provider. 2. Department of Community Health will: <ol style="list-style-type: none"> a. Promptly notify Anthem Blue Cross of any change in assignment of TB Case 	1. Anthem Blue Cross will instruct providers to provide primary case management, coordination medical referrals and continuity of care. 2. Anthem Blue Cross will promptly notify the DCH of any changes in the plan provider assigned to a confirmed or suspected TB case. 3. Anthem Blue Cross will require contract providers to obtain DCH approval prior to hospital transfer

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ANTHEM BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC.
AND THE
MONO COUNTY PUBLIC HEALTH DEPARTMENT
TUBERCULOSIS DIRECT OBSERVED THERAPY (DOT)**

	<p>Manager (TBCM).</p> <p>b. Review request for hospital or discharge within 24 hours of receipt request.</p>	<p>or discharge or any patient with known or suspected TB.</p>
REPORTING AND DATA COLLECTION	<p>1. Communicable Disease Staff will:</p> <p>a. Compile all mandated statistics on tuberculosis.</p> <p>b. Share with Anthem Blue Cross incidents and other relevant reports, as requested.</p> <p>2. TB Control Officer or designee will:</p> <p>a. Inform Anthem Blue Cross of reporting procedures and requirements for providers as mandated by law.</p> <p>b. Monitor TB reporting of Anthem Blue Cross providers and if problems arise, inform and assist in corrective action.</p>	<p>1. Anthem Blue Cross will instruct providers to promptly report all suspected and known, diagnosis of active tuberculosis cases of TB disease within one working day of identification to the Health Department in accordance with the California Code of Regulations, Title 17, and Section 2500. BCC providers will also report PPD reactors (anyone with (+) skin test less than 5 years of age.</p>
TREATMENT PLAN	<p>1. TB Control Officer will provide technical assistance to Anthem Blue Cross Medical Director regarding standards of care.</p> <p>2. Communicable Disease staff will follow up on clients who are inconsistent in maintaining clinic contact and clients who lose medical eligibility.</p>	<p>1. Prior to implementation and as needed thereafter, Anthem Blue Cross will instruct providers to:</p> <p>a. Consult with the local TB Control / Clinic staff about treatment recommendations and protocols as needed, and treat suspected or confirmed cases as per the most recent American Thoracic Society/CDC recommendations.</p> <p>b. Obtain monthly sputum smears and cultures until documented conversion to negative culture.</p> <p>2. Anthem Blue Cross will instruct providers, based on State Law, to:</p> <p>a. Submit updated treatment plans at least every three months until treatment is completed, in accordance with Health & Safety Code</p>

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 ANTHEM BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC.
 AND THE
 MONO COUNTY PUBLIC HEALTH DEPARTMENT
 TUBERCULOSIS DIRECT OBSERVED THERAPY (DOT)**

		<p>section 121362.</p> <ul style="list-style-type: none"> b. Report to the local TB Control Officer when patient does not respond to treatment. c. Notify local TB Control staff of adverse reactions to medications and changes in medication orders. d. Assess patients for potential barriers to adherence to treatment and to collaborate with TB Control staff to identify and address barriers including considering all patients for DOT. e. Report to the TB Control staff when non-adherence is suspected or detected. f. Report to the TB Control Staff when patient ceases TB treatment including patient failure to keep appointments, relocates, transfers care or discontinues treatment. g. Obtain TB Control Officer or designee approval prior to hospital transfer or discharge of any patient with known or suspected TB.
DIRECT OBSERVED THERAPY	<ul style="list-style-type: none"> 1. Communicable Disease Staff will: <ul style="list-style-type: none"> a. Inform Anthem Blue Cross of DOT criteria and protocols. b. Provide field or clinic based DOT to Anthem Blue Cross members as deemed necessary by LHD. c. Provide DOT medication records as needed. d. Notify Anthem Blue Cross providers of adverse effects 	<ul style="list-style-type: none"> 1 Anthem Blue Cross will instruct providers to: <ul style="list-style-type: none"> a. Refer all patients needing DOT to the TB Control program for the LHD's assessment of the need for DOT. b. Notify TB Control staff of next appointment with PCP, adverse reactions to medications, changes in medication order, and date

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	of medication and changes in DOT schedule.	patient completes therapy.
CONTINUITY AND COORDINATION OF CARE	1. TB Control Officer will provide assessment and management of TB cases as requested by Anthem Blue Cross Provider: <ol style="list-style-type: none"> a. Collaborate to ensure member completes treatment. b. Communicable Disease Staff will assist in follow-up through ongoing communication with Anthem Blue Cross provider. 	1. Anthem Blue Cross will instruct providers to: <ol style="list-style-type: none"> a. Evaluate all members with active TB for DOT referral. b. Submit a written or fax request to TB Control Program if field DOT is recommended. c. Ensure continuity of care through ongoing communication with TB control program. d. Determine when course of treatment is complete and notify TB Control Program for all DOT cases.
CONFLICT RESOLUTION	1. When a problem occurs that cannot be resolved at the local level, the DCH will notify the appropriate State program, and the plan will notify the DHS MMCD Contract Manager.	1. When a problem occurs that cannot be resolved at the local level, the plan will notify the DHS MMCD Contract Manager, and the DCH will notify the appropriate State program.
PROTECTED HEALTH INFORMATION	1. County will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> • CMIA (Ca Civil Code 56 through 56.37) 2. County will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. County will notify Anthem Blue Cross of verified breaches (as defined by the HITECH Act as	1. Anthem Blue Cross will comply with applicable portions of <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> • CMIA (Ca Civil Code 56 through 56.37) 2. Anthem Blue Cross will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem Blue Cross members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem Blue Cross or anyone else including state agencies. 3. Anthem Blue Cross will notify County within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure

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	posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.

 Anthem Blue Cross

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 County

 Date

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
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 AND THE
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 MATERNAL, CHILD AND ADOLESCENT, HEALTH PROGRAM (MCAH)**

CATEGORY	MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH)	ANTHEM BLUE CROSS
LIAISON	<ol style="list-style-type: none"> 1. MCAH coordinates activities with Anthem Blue Cross 3. MCAH will work with Anthem Blue Cross and communicate: <ul style="list-style-type: none"> □ The goal of the MCAH program in collaboration with Anthem Blue Cross is to improve pregnancy outcomes, encourage early access to prenatal care and give every baby a healthy start in life (OB Access Program leading to AB 3021. Margolin 1984) 4. As resources are available, MCAH will work with Anthem Blue Cross to develop, implement and coordinate a work plan as indicated. 	<ol style="list-style-type: none"> 1. Local QM Nurse will serve as liaison to coordinate activities with MCAH. 2 3. Work with Health Services Agency to develop, implement and coordinate opportunities to promote MCPHD MCAH programs.
OUTREACH	<ol style="list-style-type: none"> 1. As resources are available, MCAH will outreach to potentially eligible pregnant women and assist them in accessing care when they are identified through usual referral sources. 2. As resources are available, MCAH will outreach to potentially eligible pregnant women and assist them in accessing care when they are identified through usual referral sources. 	<ol style="list-style-type: none"> 1. CRC Outreach Staff will collaborate with MCAH outreach to reasonably ensure early access to care upon notification of pregnant members. 2. Local OB's will be directed to refer low risk and moderate risk OB pregnant members, per CPSP guidelines, to Anthem Blue Cross outreach when the office staff is unable to reach the member for rescheduling following current Anthem Blue Cross procedures for missed appointments (three office attempts by phone/written

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	<p>4. As resources are available, MCAH will perform outreach and identification of:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Potential eligible women of reproductive age (11-45 years) and help them access care, including Medi-Cal benefits, reproductive health services and other support services, when as they are identified through the established outreach system and Comprehensive Case Management (CCM). <input type="checkbox"/> Heads of households regarding health needs as appropriate when they are identified through the established outreach and CCM system. 	<p>communication).</p> <p>4. Inform Members of maternal and child health services available from MCAH and Anthem Blue Cross.</p> <p>4. Anthem Blue Cross will collaborate with MCAH outreach to reasonably ensure early access to care upon notification of pregnant Members.</p> <p>5. Anthem Blue Cross will work with community providers to promote the Comprehensive Perinatal Services Program (CPSP) – Program.</p>
<p>APPOINTMENT SCHEDULING and TRANSPORTATION ASSISTANCE</p>	<p>1. MCAH will refer to Anthem Blue Cross for assistance with scheduling and transportation as applicable.</p> <p>2. MCAH will notify Anthem Blue Cross of members needing specialized transportation as</p>	<p>1. Prior to implementation and as needed thereafter, Health Education Project Manager will instruct Anthem Blue Cross providers on responsibility for scheduling patient’ appointments.</p> <p>2. CRC Staff may assist in scheduling appointments upon member’s/provider’s request.</p> <p>3. Anthem Blue Cross’s Primary Care Physicians are responsible for referring Members to appropriate physician specialist services and Obstetricians.</p>
<p>HEALTH EDUCATION</p>	<p>1. Provide technical assistance and consultation to Anthem Blue Cross on available perinatal and other community resources.</p> <p>2. As resources are available, MCAH will perform community-wide education on relevant MCAH topics, as per established MCAH outreach/education systems.</p> <p>3. As resources are available, MCAH and Anthem Blue Cross will</p>	<p>1. PCP, and CRC Staff are responsible for referring enrollees to existing educational resources in the community on an ongoing basis.</p> <p>2. Network providers and CRC Staff are responsible for informing enrollees about available services at the point of service or contact.</p> <p>3. Anthem Blue Cross will work with MCPHD and MCAH to enroll members into community classes and</p>

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	<p>4. MCAH will request copies of pertinent Anthem Blue Cross materials as needed.</p>	<p>programs that have an emphasis on prenatal health and child safety.</p> <p>4. Educating Contracting Providers and staff regarding perinatal issues and women's health.</p> <p>5. Anthem Blue Cross and its Providers will provide member education materials and face-to-face education regarding perinatal issues and women's health.</p> <p>6. Anthem Blue Cross will collaborate with MCAH on provider education relevant to CPSP guidelines.</p> <p>7. Provide a copy of pertinent anthem Blue Cross materials to the local health department.</p>
<p>CASE MANAGEMENT AND REFERRAL OF SERVICES</p>	<p>1. MCAH will provide consultation to Anthem Blue Cross on available perinatal and community resources and linkages.</p> <p>2. As resources allow, MCAH may assist in providing coordination of care for Anthem Blue Cross Members, including hard-to-reach pregnant women and those identified as high risk, with Anthem Blue Cross.</p>	<p>1. Providers will be directed to Assessing clients' nutritional, psycho-social and health education needs using a standardized assessment tool, and according to ACOG and CPSP guidelines.</p> <p>2. Providing appropriate interventions based on assessment/risk and according to ACOG/CPSP standards.</p> <p>3. Anthem Blue Cross Primary Care Physicians or OB/GYNs are responsible for primary care case management, coordination of referrals and continuity of care when identified.</p> <p>4. Anthem Blue Cross Primary Care Physician or OB/GYNs are responsible for following up on missed appointments.</p> <p>5. Anthem Blue Cross Primary Care Physicians or OB/GYNs are responsible for assessing and referring pregnant women when appropriate to available community resources,</p>

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		including genetic screening and counseling, lactation services, WIC and MCPHD / MCAH Programs as examples.
CPSP APPLICATION APPROVAL	<ol style="list-style-type: none"> 1. MCAH will provide to Anthem Blue Cross, any changes in the CPSP application process. 2. MCAH will assist providers in CPSP Certification upon referral from Blue Cross. 	<ol style="list-style-type: none"> 1. Anthem Blue Cross has primary responsibility for provider recruitment and credentialing. 2. Encourage providers not already approved by the State to provide CPSP services to apply to the State for CPSP approval through the County PSC. 3. Encourage and support CPSP community training and education provided by State and local MCAH for contracting providers and their staff.
PERINATAL ACCESS	<ol style="list-style-type: none"> 1. As resources are available MCAH will work closely with Anthem Blue Cross and community groups regarding access of care issues for Medi-Cal eligible and ineligible pregnant women. 2. MCAH will provide information to Anthem Blue Cross of other health care options, for pregnant and parenting Members who may lose Medi-Cal eligibility. 	<ol style="list-style-type: none"> 1. Anthem Blue Cross will participate with MCAH liaison and community groups to address access to care issues of eligible pregnant women and their children. 2. Anthem Blue Cross will use reasonable efforts to refer pregnant women and their infants to culturally competent, language appropriate and geographically accessible obstetricians and PCP/pediatricians. 3. Anthem Blue Cross will provide upon request with a site and list of providers or contact local IPAs.
PROVIDER NETWORK	<ol style="list-style-type: none"> 1. As resources are available MCAH will provide CPSP community training and education locally or in collaboration with the State for providers and their staff as determined necessary. 2. MCAH will make information about perinatal health education resources available to 	<ol style="list-style-type: none"> 1. Anthem Blue Cross will have primary responsibility for Contracting Provider recruitment and credentialing. 2. Reasonably ensure that all obstetric care Providers receive orientation on State-approved prenatal care standards.

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	<p>program participants and support the provision of CPSP comprehensive perinatal care.</p> <p>3. MCAH will include Anthem Blue Cross in distribution of CPSP provider program information.</p> <p>4. As resources are available, MCAH Programs will organize and conduct information-sharing activities (e.g., roundtables, trainings) for perinatal providers and other interested providers in the community.</p>	<p>3. Disseminating CPSP provider information to applicable Providers.</p> <p>4. Inform providers of available community education services and encourage participation or use.</p> <p>5. Actively participate in all MCAH program roundtables and trainings.</p>
PLANNING and REFERRAL OF SERVICES	<p>1. As resources allow, the MCAH Director will collaborate with Anthem Blue Cross in identifying unmet health and services needs in the community.</p>	<p>1. Assist in identifying service needs or gaps and developing a plan for addressing them, e.g., language, literacy, cultural competency.</p>
DATA COLLECTION and QUALITY ASSURANCE	<p>1. Collaborate with Anthem Blue Cross on OB quality assurance standards and in implementing quality assurance program, if requested.</p> <p>2. As resources are available, MCAH retains responsibility for ongoing review of health status indicators, such as infant morbidity and mortality, and statistics that contribute to them.</p> <p>3. At the State's request, MCAH will assist the State in follow-up of corrective action plans identified by audits.</p> <p>4. As resources allow, MCAH programs will collaborate on quality management compliance and oversight activities with CPSP providers.</p>	<p>1. Anthem Blue Cross in collaboration with the MCAH program staff, will develop a corrective action plan and monitor compliance when standards are not met.</p> <p>2. Anthem Blue Cross Perinatal RN Case Managers will participate in infant morbidity and mortality review and evaluate participation in community wide corrective action plans.</p> <p>3. Monitoring services are provided in accordance with Anthem Blue Cross quality management program requirements.</p> <p>4. Collecting needed data indicators through Anthem Blue Cross resources as able.</p> <p>5. Developing a corrective action plan when standards are not met by provider.</p> <p>7. Anthem Blue Cross will make available collected data through Anthem Blue Cross MIS to MCAH</p>

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		<p>director or designee as mutually agreed upon.</p> <p>7. Anthem Blue Cross will participate in task force groups and fetal infant mortality review (FIMR) as mutually agreed upon.</p> <p>9. Collaborate on quality management compliance and oversight activities with CPSP providers.</p>
CONFLICT RESOLUTION	<p>1. Schedule quarterly meetings with Anthem Blue Cross liaison to monitor the MOU.</p> <p>2. Conduct an annual review, update and/or renegotiation of this agreement, as is mutually agreed.</p> <p>3. Provide 60 days notice to Anthem Blue Cross in accordance with the terms set forth in the Service Agreement should MCAH decide to modify this agreement.</p>	<p>1. Local QM Nurse will meet with the MCAH liaison to monitor this agreement quarterly and/or upon request.</p> <p>2. Local QM Nurse will conduct an annual review, update and/or renegotiation of this agreement, as is mutually agreed.</p> <p>4. Local Program Manager will provide 60 days notice to MCAH in accordance with the terms set forth in the Service Agreement should Anthem Blue Cross decide to modify this agreement.</p>
PROTECTED HEALTH INFORMATION	<p>1. County MCAH Program will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:</p> <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i>) • CMIA (Ca Civil Code 56 through 56.37) <p>2. County MCAH will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</p> <p>3. Only encrypted PHI as specified in the HIPAA Security Rule will be</p>	<p>1. Anthem Blue Cross will comply with applicable portions of</p> <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i>) • CMIA (Ca Civil Code 56 through 56.37) <p>2. Anthem Blue Cross will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem Blue Cross members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem Blue Cross or anyone else including state agencies.</p> <p>3. Anthem Blue Cross will notify County MCAH within 24 hours</p>

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	<p>disclosed via email. Unsecured PHI will not be disclosed via email.</p> <p>4. County MCAH will notify Anthem Blue Cross of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.</p>	<p>during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</p>
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Anthem Blue Cross

Date

County

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**MEMORANDUM OF UNDERSTANDING
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IMMUNIZATION SERVICES

CATEGORY	IMMUNIZATION SERVICES PROGRAM	ANTHEM BLUE CROSS
LIAISON	<ol style="list-style-type: none"> 1. Immunization Nurse will coordinate activities with Anthem Blue Cross and will notify Immunization Program staff of their roles and responsibilities related to coordination per the CDPH Immunization Branch Scope of Work. 	<ol style="list-style-type: none"> 1. Local Quality Management Specialist (QM) Nurse will serve as liaison to coordinate activities with Immunization Program staff and to inform Anthem Blue Cross staff. 2. Anthem Blue Cross will inform providers of their responsibilities to educate enrollees about countywide Immunization Program.
CLIENT OUTREACH AND ACCESS	<ol style="list-style-type: none"> 1. As resources allow; Coordinate and staff special immunization sites and special events basis. 2. Refer Anthem Blue Cross families to Anthem Outreach in order to access care if the child does not have a Primary Care Physician (PCP). 3. Refer clients to PCP's, including county clinics and community based organizations for immunizations. 4. Provide immunizations to Anthem Blue Cross members upon request at existing immunization service delivery sites. 	<ol style="list-style-type: none"> 1. Anthem Blue Cross will automatically mail reminder notices to families regarding immunizations needed. 2. Upon request, Customer Service Unit Representatives and/or Community Resource Coordinators (CRC) staff may assist in scheduling appointments to reasonably ensure timely immunizations Health Education Project Manager will notify providers of the availability of vaccines through Vaccines for Children Program (VFC). 3. Anthem Blue Cross will educate PCP to immunize adults.
TRACKING AND DATA COLLECTION	<ol style="list-style-type: none"> 1. Encourage Anthem Blue Cross participation in county's data tracking system to monitor immunization levels in the county. 2. Provide county wide immunization rates to Anthem Blue Cross as available. 3. Support California Immunization Registry (CAIR) and HEDIS as resources allow. 4. Participate in the local immunization coalition if one 	<ol style="list-style-type: none"> 1. Anthem Blue Cross staff will encourage PCP participation in California Immunization Registry (CAIR) to monitor immunization levels in the county. 2. Upon request, Anthem Blue Cross will provide Immunization Program on immunization rates from Anthem Blue Cross Data and HEDIS.

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IMMUNIZATION SERVICES

	exists.	<ol style="list-style-type: none"> 3. Local QM Nurse will participate in immunization coalition if one exists. 4. Anthem Blue Cross is required by contract to conduct annual HEDIS studies and will involve Immunization Services as County resources allow assist in obtaining results. 5. Anthem Blue Cross providers will follow immunization recommendations per the ACIP and the American Association of Pediatrics (AAP).
HEALTH EDUCATION	<ol style="list-style-type: none"> 1. As resources allow; support an educational media campaign that urges parents to immunize their children according to the appropriate schedule. 2. As resources allow; conduct public education campaigns to inform consumers of special circumstances, such as outbreaks of vaccine preventable diseases. 3. Provide technical expertise on a variety of related topics for primary care providers, county clinics, and community based organizations, schools, etc., as resources allow. 	<ol style="list-style-type: none"> 1. Local QM Nurse will collaborate with Immunization Program to develop member education program on an ongoing basis. 2. Local QM Nurse will assist county in dissemination of information to providers and members about disease outbreaks, health fairs, free clinics, etc. via the immunization coalition. 3. Anthem Blue Cross will generate reports regarding members' immunization status to PCP.
QUALITY IMPROVEMENT	<ol style="list-style-type: none"> 1. Work in coordination with Anthem Blue Cross to facilitate the increase of immunizations in the County. 2. Advocate for state and federal policies that support access to immunizations. 	<ol style="list-style-type: none"> 1. Local QM Nurse will work on coordination with Immunization Program to facilitate the increase of immunizations in the County through ongoing provider and member communication. 2. Anthem Blue Cross Intervention Strategy Committee will develop interventions that support access to immunization. 3. Plans are required to implement quality improvement

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		interventions aimed at achieving the Healthy People 2020 immunization rate objectives.
SURVEILLANCE	<ol style="list-style-type: none"> 1. As resources allow; Conduct epidemiological investigations on vaccine related preventable diseases. 2. Provide technical assistance to providers during disease outbreaks. 	<ol style="list-style-type: none"> 1. Anthem Blue Cross will instruct providers to report cases of vaccine preventable diseases to the Communicable Disease Program via telephone call; provider will immediately complete the Confidential Morbidity Report and forward to DCH Communicable Disease Department in accordance with the California Health and Safety Code. 2. Anthem Blue Cross and CRC Staff will assist Immunization Program in contacting providers during disease outbreaks.
MONITORING AND CONFLICT RESOLUTION	<ol style="list-style-type: none"> 1. Schedule quarterly or more often if needed meetings with Blue Cross liaison to monitor MOU. 2. Conduct a periodic review of, update and/or renegotiation of this agreement, as is mutually agreed. 3. Provide notice in accordance with the terms of the Service Agreement of 60 days to Anthem Blue Cross for any modifications of MOU. 4. Conflict resolution is one that involves coordination of problem solving of operational, administrative and policy issues between the DHC and Anthem Blue Cross. If agreement can not be reached at the local level, it is to be elevated to the State Immunization Branch for resolution. 	<ol style="list-style-type: none"> 1. Local QM Nurse will meet quarterly or more often if needed with the Immunization liaison to monitor this agreement quarterly and/or upon request. 2. Local QM Nurse will conduct an annual review, update and/or renegotiation of this agreement, as is mutually agreed. 3. Local Program Manager will provide notice in accordance with the terms of the Services Agreement of 60 days should Anthem Blue Cross decide to modify this agreement. 4. Conflict resolution is one that involves coordination of problem solving of operational, administrative and policy issues between the DHC and Anthem Blue Cross. If agreement cannot be reached at the local level, it is to be elevated to the State

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IMMUNIZATION SERVICES

		MMCD for resolution.
REIMBURSEMENT	1. County Immunizations Services may bill for administration of immunizations. Immunizations will be supplied by VFC. If not supplied by VFC, they may be billed to Anthem Blue Cross.	1. Anthem Blue Cross will reimburse for administration of immunizations. If billed, Anthem Blue Cross will reimburse for immunizations not supplied by VFC.
MEDICAL RECORD MANAGEMENT	1. The local health department shall provide immunization records to PCP when immunization services are billed to the Contractor following guidelines in PHI Section of this MOU.	
PROTECTED HEALTH INFORMATION	<p>1. County Immunization Services will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:</p> <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i>) • CMIA (Ca Civil Code 56 through 56.37) <p>2. County Immunization Services will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</p> <p>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</p> <p>4. County Immunization Services will notify Anthem Blue Cross of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the</p>	<p>1. Anthem Blue Cross will comply with applicable portions of</p> <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i>) • CMIA (Ca Civil Code 56 through 56.37) <p>2. Anthem Blue Cross will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem Blue Cross members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem Blue Cross or anyone else including state agencies.</p> <p>3. Anthem Blue Cross will notify County Immunization Services within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</p>

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IMMUNIZATION SERVICES

	client) and corrective actions planned or taken to mitigate the harm involving members within 30 days.	
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Anthem Blue Cross

Date

County

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CALIFORNIA CHILDREN'S SERVICES (CCS)**

CATEGORY	LOCAL CCS PROGRAM	ANTHEM BLUE CROSS
LIAISON	<ol style="list-style-type: none"> 1. For dependent counties the CCS Regional Office and County CCS program will appoint and maintain a liaison to Anthem Blue Cross who will be the program's point of contact for Anthem Blue Cross and Anthem Blue Cross primary care physicians to facilitate the coordination of comprehensive services for children with CCS eligible medical conditions. 2. The CCS liaison will meet, at a minimum, quarterly to ensure ongoing communication, resolve operational and administrative problems, and identify policy issues needing resolution at the management level. 	<ol style="list-style-type: none"> 1. Anthem Blue Cross will designate a liaison to CCS to coordinate and track referrals. 2. Liaisons will meet, via teleconference, at a minimum, quarterly to ensure ongoing communication, resolve operational and administrative problem, and identify policy issues needing resolution at the management level.
CASE IDENTIFICATION AND REFERRAL	<ol style="list-style-type: none"> 1. CCS Regional Office and County CCS program staff will review Anthem Blue Cross policies, procedures, and protocols for making referrals to the program, including necessary medical documentation. 2. Southern California CCS Regional Office will determine medical eligibility after receiving adequate medical documentation of the suspicion of a CCS eligible condition. 3. CCS Regional Office and County CCS program staff will ensure that provider, designated Anthem Blue Cross personnel, and subscriber family are informed of either program eligibility or denial upon eligibility determination. 4. CCS Regional Office will provide medical consultation as appropriate during the time 	<ol style="list-style-type: none"> 1. Anthem Blue Cross will assist provider to submit the necessary documentation to determine medical eligibility at the time of referral. 2. Anthem Blue Cross will develop procedures to specify that providers are to refer a subscriber to the County CCS program within one working day of a suspicion of the presence of a CCS eligible condition. (Referral date will identify the earliest possible date from which medically necessary services may be approved.) 3. Anthem Blue Cross will inform families of subscribers of referral to the CCS program and the need to have care under the direction of an appropriate CCS paneled physician once program eligibility has been

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	<p>period from referral to medical eligibility determination.</p> <p>5. CCS Regional Office will authorize from referral date medically necessary CCS benefits required to treat a subscriber's CCS eligible condition and be responsible for the reimbursement of care to authorized providers when CCS eligibility is established.</p>	<p>determined. Local CCS office does this.</p> <p>4. Anthem Blue Cross will arrange for medically necessary care during the period after referral and prior to the CCS eligibility determination. (Medically necessary services provided by a CCS paneled provider during the interim may be authorized by the Los Angeles CCS Regional Office for a condition determined to be CCS eligible).</p> <p>5. Anthem Blue Cross remains responsible for CCS-referred children until CCS program eligibility is determined. The Primary Care Provider is responsible for referred children with CCS-eligible conditions for primary care and other medical services outside of the CCS-eligible condition.</p>
<p>CASE MANAGEMENT/TRACKING AND FOLLOW-UP</p>	<p>1. CCS Regional Office and County CCS program staff will assist Anthem Blue Cross in assessing, and alleviating barriers to accessing primary and specialty care related to the CCS eligible condition. Assist subscriber/subscriber family to complete enrollment into CCS program.</p> <p>2. CCS Regional Office and County CCS program staff will provide case management services in order to coordinate the delivery of health care services to subscribers with CCS eligible conditions, including services provided by other agencies and programs, such as Local Education Agencies and Regional Centers.</p>	<p>1. Anthem Blue Cross is responsible for all non-CCS-eligible medical needs.</p> <p>2. Anthem Blue Cross will utilize a tracking system to coordinate health care services for members receiving services authorized by the CCS program.</p> <p>3. Anthem Blue Cross will develop policies and procedures that specify providers' responsibility for coordination of specialty and primary care services and ensure that CCS eligible children receive all medically necessary pediatric preventive services.</p> <p>4. Anthem Blue Cross will develop policies related to the</p>

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		identification and referral of children to CCS that specify among primary care providers, specialty providers, and hospitals and communication with CCS program case managers.
QUALITY ASSURANCE AND MONITORING	<ol style="list-style-type: none"> 1. Children’s Medical Services (CMS Branch liaison and County CCS program staff will conduct jointly with Anthem Blue Cross regular reviews of policies and procedures related to this agreement. 2. CMS Branch liaison and County CCS program staff will participate, at a minimum, in quarterly meetings via teleconference with Anthem Blue Cross to update policies and procedures as appropriate. 3. CMS Branch liaison and County CCS program staff will review and update protocols on an annual basis in conjunction Anthem Blue Cross. 4. CMS Branch liaison and County CCS program staff will collaborate with Anthem Blue Cross to monitor the effectiveness of the Agreement and the plan/CCS interface. 	<ol style="list-style-type: none"> 1. Anthem Blue Cross will conduct jointly with the CMS Branch and County CCS program regular reviews of policies and procedures related to this agreement. 2. Anthem Blue Cross will participate, at a minimum, in quarterly meetings via teleconference with the CMS Branch and County CCS program to update policies and procedures as appropriate. 3. Anthem Blue Cross will review and update protocols annually in conjunction with the CMS Branch liaison and County CCS program. 4. Anthem Blue Cross will develop work plan, in conjunction with CCS, that will monitor the effectiveness of the Agreement and the plan/CCS interface which will be approved at the State level for continuity.
PROVIDER TRAINING	<ol style="list-style-type: none"> 1. Collaborate with Anthem Blue Cross to assist with the development of CCS related policies and procedures, as needed by Anthem Blue Cross and CCS as necessary. . 2. As resources allow Collaborate with Anthem Blue Cross to provide initial training opportunities that will give providers an understanding of the CCS program and eligibility 	<ol style="list-style-type: none"> 1. Anthem Blue Cross will develop policies and procedures that will ensure that providers are informed of CCS eligibility requirements and the need to identify potentially eligible children and refer to the CCS program. 2. Anthem Blue Cross will provide multiple initial training opportunities, in conjunction with the local CCS program,

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	<p>requirements as resources allow.</p> <p>3. CCS Regional Office will provide availability of program medical consultant or designee to consult with Primary Care Providers and/or specialty providers on a case-by-case basis.</p> <p>4. Support ongoing training opportunities on at least an annual basis and as resources allow.</p>	<p>for Primary Care Providers, including organized provider groups and support staff, in order to ensure awareness and understanding of the CCS program and eligibility requirements.</p> <p>3. Anthem Blue Cross will collaborate with CCS program staff to develop training materials that will ensure that Primary Care Providers, specialty providers, and hospitals understand the respective responsibilities of Anthem Blue Cross and the CCS program in authorizing services for subscribers with CCS-eligible conditions.</p> <p>4. Anthem Blue Cross will maintain training opportunities on at least an annual basis.</p>
CCS PROVIDER NETWORK	<p>1. New providers coordinate with Provider Services and an online application process, not Regional Office.</p> <p>2. Coordinate with Anthem Blue Cross to refer to an appropriate CCS paneled specialty provider to complete diagnostic services and treatment, as needed.</p>	<p>1. Anthem Blue Cross will develop a process to review Anthem Blue Cross providers for qualifications for CCS provider panel participation and encourage those qualified to become paneled.</p> <p>2. Anthem Blue Cross will identify in training to providers and in the provider manual those facilities that are CCS approved, including hospitals and Special Care Centers.</p> <p>3. Anthem Blue Cross will ensure access for diagnostic services to appropriate specialty care within the network or medical group. When appropriate specialist not available within network or medical group, ensure access to appropriate plan specialist.</p>

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<p>PROBLEM RESOLUTION</p>	<ol style="list-style-type: none"> 1. The appropriate Division Manager will assign appropriate CCS program management and professional/liason staff to participate with Anthem Blue Cross management staff in the resolution of individual subscriber issues as they are identified. Appeals are handled by the Los Angeles Regional Office. 2. The appropriate Division Manager will assign appropriate CCS program/liason staff to participate in quarterly meetings via teleconference with Anthem Blue Cross management/liason staff to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services. 3. The appropriate Division Manager or designee will refer the issue to CMS Regional Office, if problem cannot be resolved locally. Appeals for CCS denial of services are handled at the Los Angeles Regional Office, not locally. 	<ol style="list-style-type: none"> 1. Anthem Blue Cross will assign appropriate Anthem Blue Cross management/liason staff to participate with the CCS Regional and professional staff in the resolution of individual subscriber issues as they are identified. 2. If disagreement regarding medical eligibility and program benefits determination exists, physicians may submit written request to CCS Regional Office for reconsideration detailing reason for disagreement along with provision of appropriate additional medical records to CCS Regional Office. 3. Anthem Blue Cross will assign appropriate Anthem Blue Cross management/liason staff to participate in quarterly meetings to identify and resolve operational and administrative issues, including coordination, communication, referral, training, billing, provision of appropriate services, and authorization of services. Should be done at the Regional Office Level. 4. Anthem Blue Cross will refer issue to the appropriate CCS Regional Office, if problem cannot be resolved locally.
<p>PROTECTED HEALTH INFORMATION</p>	<ol style="list-style-type: none"> 1. County CCS Program will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> 	<ol style="list-style-type: none"> 1. Anthem Blue Cross will comply with applicable portions of <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> • CMIA (Ca Civil Code 56 through

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	<ul style="list-style-type: none"> • CMIA (Ca Civil Code 56 through 56.37) 2. County CCS Program will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. County CCS Program will notify Anthem Blue Cross of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within 30 days. 	<p>56.37)</p> <ul style="list-style-type: none"> 2. Anthem Blue Cross will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Anthem Blue Cross members such as PHI and Personal Confidential Information (PCI) or other confidential data to Anthem Blue Cross or anyone else including state agencies. 3. Anthem Blue Cross will notify County CCS Program within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.
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Anthem Blue Cross

Date

County

Date

**SUBJECT TO REVIEW AND APPROVAL
BY DEPARTMENT OF MANAGED HEALTH CARE, DEPARTMENT OF INSURANCE,
AND DEPARTMENT OF HEALTH CARE SERVICES**

PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement (together with all Attachments and amendments, this “Agreement”) is made and entered by and between the County of Mono (“Provider”) and CENPATICO BEHAVIORAL HEALTH, LLC (“Cenpatico”) a wholly-owned California limited liability company.

WHEREAS, Provider desires to provide certain behavioral health services to individuals in products offered by or available from or through Company (as hereafter defined), and Provider desires to participate in such products as a “participating provider,” all as hereinafter set forth.

WHEREAS, Cenpatico desires for Provider to provide such behavioral health services to individuals in such products, and Cenpatico desires to have Provider participate in certain of such products as a “participating provider,” all as hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals and mutual promises herein stated, the parties hereby agree to the provisions set forth below.

ARTICLE I - DEFINITIONS

When appearing with initial capital letters in this Agreement (including an Attachment), the following quoted and underlined terms (and the plural thereof, when appropriate) have the meanings set forth below.

1.1. “Attachment” means any document, including an addendum, schedule or exhibit, attached to this Agreement as of the Effective Date or that becomes attached pursuant to Section 2.2 or Section 8.7, all of which are hereby incorporated herein by reference and may be amended from time to time as provided herein.

1.2. “Clean Claim” has, as to each particular Product, the meaning set forth in the applicable Product Attachment or, if no such definition exists, the Provider Manual.

1.3. “Company” means (collectively or individually, as appropriate in the context) Cenpatico and its affiliates, except those specifically excluded by Cenpatico.

1.4. “Compensation Schedule” means at any given time the then effective schedule(s) of maximum rates applicable to a particular Product under which Provider and Contracted Providers will be compensated for the provision of Covered Services to Covered Persons. Such Compensation Schedule(s) will be set forth or described in one or more Attachments to this Agreement, and may be included within a Product Attachment.

1.5. “Contracted Provider” means a physician, hospital, health care professional or any other provider of items or services that (i) is employed by or has a contractual relationship with Provider, and (ii) has been approved for participation by Company. The term “Contracted Provider” includes Provider for those Covered Services provided by Provider and for which Provider has been approved for participation by Company.

1.6. “Coverage Agreement” means any agreement, program or certificate entered into, issued or agreed to by a Payor, under which Company furnishes administrative services or other services in support of a health care program for an individual or group of individuals, and which may include access to one or more of the Company’s provider networks or vendor arrangements, except those excluded by Cenpatico.

1.7. “Covered Person” means any individual entitled to receive Covered Services pursuant to the terms of a Coverage Agreement.

1.8. “Covered Services” means those services and items for which benefits are available and payable under the applicable Coverage Agreement and which are determined, if applicable, to be medically necessary under the applicable Coverage Agreement.

1.9. “Participating Provider” means, with respect to a particular Product, any physician, hospital, ancillary, or other health care provider that has contracted, directly or indirectly, with Company to provide Covered Services to Covered Persons, and that is designated by the Company as a “participating provider” in such Product.

1.10. “Payor” means the entity (including Company) that bears direct financial responsibility for paying from its own funds, without reimbursement from another entity, the cost of Covered Services rendered to Covered Persons under a Coverage Agreement and, if such entity is not Company, such entity contracts, directly or indirectly, with Company for the provision of certain administrative or other services with respect to such Coverage Agreement.

1.11. “Payor Contract” means the contract with a Payor, pursuant to which Company furnishes administrative services or other services in support of the Coverage Agreements entered into, issued or agreed to by a Payor, which services may include access to one or more of the Company’s provider networks or vendor arrangements, except those excluded by Cenpatico. The term “Payor Contract” includes Company’s or other Payor’s contract with a governmental authority (also referred to herein as a “Governmental Contract”) under which the Company or Payor arranges for the provision of Covered Services to eligible individuals.

1.12. “Product” means any program or health benefit arrangement designated as a “product” by Company (e.g., PPO Product, HMO Product, Medicaid Product, Payor-specific Product, etc.) that is now or hereafter offered by or available from or through Company (and includes the Coverage Agreements that access, or are issued or entered into in connection with such product, except those excluded by Cenpatico) that provides Covered Persons in such product with incentives or access to Participating Providers in such product.

1.13. “Product Attachment” means an Attachment setting forth certain requirements, terms and conditions specific to one or more Products, including certain provisions that must be included in a provider agreement under the laws of the State, which may be alternatives to, or in addition to, the requirements, terms and conditions set forth in this Agreement or the Provider Manual.

1.14. “Provider Manual” means the manuals, requirements, policies and procedures adopted by Company to be followed by Participating Providers, including, without limitation, those relating to utilization management, quality management, grievances and appeals, and Product-specific, Payor-specific and State-specific requirements, as the same may be amended from time to time by the Company.

1.15. “Regulatory Requirements” means all applicable statutes, regulations, regulatory guidance, judicial or administrative rulings, requirements of Governmental Contracts and standards and requirements of any accrediting or certifying organization, including, but not limited to, the requirements set forth in a Product Attachment.

1.16. “State” is defined as the state identified in the applicable Attachment.

ARTICLE II – PRODUCTS AND SERVICES

2.1. Contracted Providers. Provider shall, and shall cause each Contracted Provider, to comply with and abide by the agreements, representations, warranties, acknowledgements, certifications, terms and conditions of this Agreement (including the provisions of Exhibit A that are applicable to Provider, the Contracted Provider, or

their services, and the other Attachments), and the Provider Manual, and fulfill all of the duties, responsibilities and obligations imposed on Provider and Contracted Providers under this Agreement (including each Attachment), and the health plan's Provider Manual.

2.2. Participation in Products. Subject to the other provisions of this Agreement, each Contracted Provider may be identified as a "Participating Provider" in each Product identified in a Product Attachment designated on the signature page of this Agreement.

2.2.1. If Company desires to add one or more Contracted Providers to an additional Product, the Company will provide advance written notice (electronic or paper) thereof to Provider, along with the applicable Product Attachment and the new Compensation Schedule, if any. The applicable Contracted Providers will not be designated as Participating Providers in such additional Product if Provider opts out of such additional Product by giving the Company written notice of its decision to opt-out within thirty (30) days of the Company's giving of written notice. If Provider timely provides such opt-out notice, the applicable Contracted Providers will not constitute "Participating Providers" in such Product. If Provider does not timely provide such opt-out notice, then each applicable Contracted Provider shall be a Participating Provider in such additional Product on the terms and conditions set forth in this Agreement and the applicable Product Attachment.

2.2.2. A Contracted Provider may only identify itself as a Participating Provider for those Products in which the Contracted Provider actually participates as provided in this Agreement. Provider acknowledges that Company or Payor may have, develop or contract to develop various Products or provider networks that have a variety of provider panels, program components and other requirements. No Company or Payor warrants or guarantees that any Contracted Provider: (i) will participate in all or a minimum number of provider panels, (ii) will be utilized by a minimum number of Covered Persons, or (iii) will indefinitely remain a Participating Provider or member of the provider panel for a particular network or Product.

2.2.3. Attached hereto as Exhibit B is the initial list of the Contracted Providers participating under this Agreement as of the Effective Date. Provider shall provide Company on an annual basis or more often upon request with a list containing the names, office telephone numbers, tax identification numbers, hospital affiliations, specialties and board status (if applicable), addresses, State license number, and National Provider Identifier of Contracted Providers and such other information as mutually agreed upon by the parties, and shall provide the Company with a list of modifications to such list at least thirty (30) days prior to the effective date of such changes, when possible. Provider shall provide such lists in a manner and format mutually acceptable to the parties.

2.2.4. Provider shall, at all times during the term of this Agreement, require all of its providers to participate (or be eligible and willing to participate) under this Agreement as "Contracted Providers." Subject to Company's approval, Provider may add new providers to this Agreement as "Contracted Providers." In such case, Provider shall use best efforts to notify the Company, in writing, of the prospective addition at least sixty (60) days in advance. Each such new provider may become a "Contracted Provider" once he, she or it meets the requirements contained elsewhere in this Agreement. Provider shall maintain written agreements with each of its Contracted Providers (other than Provider) that require the Contracted Providers to comply with the terms and conditions of this Agreement and that address and comply with the Regulatory Requirements.

2.3. Covered Services. Each Contracted Provider shall provide Covered Services described or referenced in the applicable Product Attachment(s) to Covered Persons in those Products in which the Contracted Provider is a Participating Provider, in accordance with this Agreement. Each Contracted Provider shall provide Covered Services to Covered Persons with the same degree of care and skill as customarily provided to patients who are not Covered Persons, within the scope of the Contracted Provider's license and in accordance with generally accepted standards of the Contracted Provider's practice and in accordance with the provisions of this Agreement, the health plan's Provider Manual, and Regulatory Requirements. Each Contracted Provider shall direct or refer Covered Persons to Participating Providers, unless otherwise authorized by Company or Payor.

2.4. Provider Manual; Policies and Procedures. Provider and Contracted Providers shall at all times cooperate and comply with the requirements, policies, programs and procedures (“Policies”) of Company and Payor, which generally will be described in the health plan’s Provider Manual and include, but are not limited to, the following: credentialing criteria and requirements; policies and procedures requiring notification for certain Covered Services; medical management programs including those components relating to quality improvement, utilization management, disease management, and case management, and on-site reviews; grievance and appeal procedures; coordination of benefits and third party liability policies; and carve-out and third party vendor programs. The failure to comply with such Policies could result in a denial or reduction of payment to the Provider or Contracted Provider or a denial or reduction of the Covered Person’s benefits. Such Policies do not in any way affect or remove the obligation of Contracted Providers to render care. Cenpatico shall make the health plan’s Provider Manual available to Provider and Contracted Providers via one or more designated websites or alternative means. Upon Provider’s reasonable request, Cenpatico shall provide Provider with a copy of the health plan’s Provider Manual. In the event of a material change to the health plan’s Provider Manual, Cenpatico will use reasonable efforts to notify Provider in advance of such change. Such notice may be given by Cenpatico through a periodic provider newsletter, an update to the on-line Provider Manual, or any other written method (electronic or paper).

2.5. Credentialing Criteria. Provider and each Contracted Provider agrees as follows: (a) that it is currently, and for the duration of this Agreement shall remain: (i) in compliance with all applicable Regulatory Requirements, including licensing laws; (ii) if applicable, accredited by The Joint Commission or the American Osteopathic Association; and (iii) a Medicare-certified provider under the federal Medicare program and a Medicaid participating provider under applicable federal and State laws; and (b) that all employees of Provider or the Contracted Provider will perform their duties in accordance with all Regulatory Requirements, as well as applicable national, State and local standards of professional ethics and practice. No Contracted Provider shall provide Covered Services to Covered Persons or identify itself as a Participating Provider unless and until the Contracted Provider has been notified in writing by the Company that such Contracted Provider has successfully completed the Company’s credentialing process.

2.6. Eligibility Determinations. Provider or the Contracted Provider shall verify whether an individual seeking Covered Services is a Covered Person. Company will make available to Provider and Contracted Providers a method, whereby Provider and Contracted Providers can obtain, in a timely manner, general information about eligibility and coverage. The Company does not guarantee that persons identified as “Covered Persons” are eligible for benefits. If Company, Payor or its delegate determines that an individual was not eligible for Covered Services at the time the services were rendered, such services shall not be eligible for payment under this Agreement.

2.7. Treatment Decisions. No Company or Payor is liable for, nor will it exercise control over, the manner or method by which a Contracted Provider provides items or services under this Agreement. Provider and Contracted Providers understand that determinations of Company or Payor that certain items or services are not Covered Services or have not been provided or billed in accordance with the requirements of this Agreement or the health plan’s Provider Manual are administrative decisions only. Such decisions do not absolve the Contracted Provider of its responsibility to exercise independent judgment in treatment decisions relating to Covered Persons. Nothing in this Agreement (i) is intended to interfere with Contracted Provider’s relationship with Covered Persons, or (ii) prohibits or restricts a Contracted Provider from disclosing to any Covered Person any information that the Contracted Provider deems appropriate regarding health care quality or medical treatment decisions or alternatives.

2.8. Carve-Out Vendors. Provider acknowledges that Company may, during the term of this Agreement, carve-out certain Covered Services from its general provider contracts, including this Agreement, for one or more Products as the Company deems necessary or appropriate. Provider and Contracted Providers shall cooperate with and, when medically appropriate, utilize all third party vendors designated by the Company for those Covered Services identified by the Company from time to time for a particular Product.

2.9. Disparagement Prohibition. Company or a Contracted Provider may inform Covered Persons that this Agreement has been terminated or otherwise expired. Provider may promote Provider to the general public or post information regarding other health plans consistent with Provider's usual procedures, provided that no such promotion or advertisement is specifically directed at one or more Covered Persons. In addition, nothing in this provision should be construed as limiting Company's ability to use and disclose information and data obtained from or about Provider or Contracted Provider, including this Agreement, to the extent determined reasonably necessary or appropriate by Company in connection with its efforts to comply with Regulatory Requirements and to communicate with regulatory authorities.

2.10. Nondiscrimination. Provider and each Contracted Provider will provide Covered Services to Covered Persons without discrimination on account of race, sex, sexual orientation, age, color, religion, national origin, place of residence, health status, type of Payor, source of payment (e.g., Medicaid generally or a State-specific health care program), physical or mental disability or veteran status, and will ensure that its facilities are accessible as required by Title III of the Americans With Disabilities Act of 1991. Provider and Contracted Providers recognize that, as a governmental contractor, Company or Payor may be subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action, which also may be applicable to subcontractors, and Provider and each Contracted Provider agree to comply with such requirements.

2.11. Notice of Certain Events. Provider shall give written notice to Cenpatco of: (i) any event of which notice must be given to a licensing or accreditation agency or board; (ii) any change in the status of Provider's or the Contracted Provider's license; (iii) termination, suspension, exclusion or voluntary withdrawal of Provider or the Contracted Provider from any state or federal health care program, including but not limited to Medicaid; or (iv) any lawsuit or claim filed or asserted against Provider or the Contracted Provider alleging professional malpractice involving a Covered Person. In any instance described in subsection (i)-(iii) above, Provider must notify Cenpatco in writing within ten (10) days, and in any such instance described in subsection (iv) above, Provider must notify Cenpatco in writing within thirty (30) days, from the date it first obtains knowledge of the same.

2.12. Use of Name. Provider and each Contracted Provider hereby authorize each Company to use their respective names, telephone numbers, addresses, specialties, certifications, hospital affiliations (if any), and other descriptive characteristics of their facilities, practices and services for the purpose of identifying the Contracted Providers as "Participating Providers" in the applicable Products. Provider and Contracted Providers may only use the name of the applicable Companies for purposes of identifying the Products in which they participate, and may not use the registered trademark or service mark of Company without the Company's prior written consent.

2.13. Compliance with Regulatory Requirements and Payor Contracts. Provider, each Contracted Provider and Company agree to carry out their respective obligations under this Agreement and the health plan's Provider Manual in accordance with all applicable Regulatory Requirements, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act, as amended, and any regulations promulgated thereunder..

ARTICLE III – CLAIMS SUBMISSION, PROCESSING, AND COMPENSATION

3.1. Claims or Encounter Submission. As provided in the health plan's Provider Manual, Contracted Providers shall submit to the Company or its delegate claims for payment for Covered Services rendered to Covered Persons. Contracted Provider shall submit encounter data to the Company or its delegate in a timely fashion, which must contain statistical and descriptive medical and patient data and identifying information, if and

as required in the health plan's Provider Manual. Payor or its delegate reserves the right to deny payment to the Contracted Provider if the Contracted Provider fails to submit claims for payment or encounters in accordance with the health plan's Provider Manual.

3.2. Compensation. The compensation for Covered Services provided to a Covered Person ("Compensation Amount") will be the appropriate amount under the applicable Compensation Schedule in effect on the date of service for the Product in which the Covered Person participates. Subject to the terms of this Agreement and the health plan's Provider Manual, Provider and Contracted Providers shall accept the Compensation Amount as payment in full for the provision of Covered Services hereunder. The applicable Payor shall pay or arrange for payment of each Clean Claim received from a Contracted Provider for Covered Services provided to a Covered Person in accordance with the applicable Compensation Amount less any applicable copayments, cost-sharing or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement.

3.3. Financial Incentives. The parties acknowledge and agree that nothing in this Agreement shall be construed to create any financial incentive for Provider or a Contracted Provider to withhold Covered Services.

3.4. Hold Harmless. Provider and each Contracted Provider agree that in no event, including but not limited to non-payment by a Payor, a Payor's insolvency, or breach of this Agreement, shall Provider or a Contracted Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person for Covered Services provided under this Agreement. This provision shall not prohibit collection of any applicable copayments, cost-sharing or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement. This provision survives termination or expiration of this Agreement for any reason, will be construed for the benefit of Covered Persons, and supersedes any oral or written agreement entered into between Provider or a Contracted Provider and a Covered Person.

3.5. Recovery Rights. Payor or its delegate shall have the right, with 30 working days' uncontested notice, to offset or recoup any and all amounts owed by Provider or a Contracted Provider to Payor against amounts owed by the Payor to the Provider or Contracted Provider, respectively. Provider and Contracted Providers agree that all recoupment and any offset rights under this paragraph will constitute rights of recoupment authorized under State or federal law and that such rights will not be subject to any requirement of prior or other approval from any court or other government authority that may now have or hereafter have jurisdiction over Provider or a Contracted Provider.

ARTICLE IV – RECORDS AND INSPECTIONS

4.1. Records. Each Contracted Provider shall maintain medical, financial and administrative records related to items or services provided to Covered Persons, including but not limited to a complete and accurate permanent medical record for each such Covered Person, in such form and detail as are required by applicable Regulatory Requirements and consistent with generally accepted medical standards.

4.2. Access. Provider and each Contracted Provider shall provide access to their respective books and records to each of the following, including any delegate or duly authorized agent thereof, subject to applicable Regulatory Requirements: (i) the applicable Company and Payors, during regular business hours and upon prior notice; (ii) government agencies, to the extent such access is necessary to comply with laws and Regulatory Requirements; and (iii) accreditation organizations. Provider and each Contracted Provider shall provide copies of such records at no expense to any of the foregoing that may make such request. Each Contracted Provider also shall obtain any authorization or consent that may be required from a Covered Person in order to release medical records and information to Company or Payor or any of their delegates. Provider and each Contracted Provider shall cooperate in and allow on-site inspections of their facilities and records by any Company, Payor, their delegates, any authorized government officials, and accreditation organizations. Provider and each Contracted Provider shall compile information necessary for the expeditious completion of such on-site inspection in a timely manner.

4.3. Record Transfer. Subject to applicable laws and Regulatory Requirements, Provider and each Contracted Provider shall cooperate in the timely transfer of Covered Persons' medical records to any other health care provider, at no charge and when required.

ARTICLE V – INSURANCE AND INDEMNIFICATION

5.1. Insurance. During the term of this Agreement, Provider and each Contracted Provider shall maintain policies of general and professional liability insurance and other insurance that are necessary to insure Provider and such Contracted Provider, respectively; their respective employees; and any other person providing services hereunder on behalf of Provider or such Contracted Provider, as applicable, against any claim(s) of personal injuries or death alleged or caused by their performance under this Agreement. Such insurance shall include, but not be limited to, any “tail” or prior acts coverage necessary to avoid any gap in coverage. Insurance shall be through a licensed carrier, and in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate unless a lesser amount is accepted by Cenpatico or where State law mandates otherwise. Provider and each Contracted Provider will provide Cenpatico with at least fifteen (15) days notice of such cancellation, non-renewal, lapse, or adverse material modification of such coverage. Upon Cenpatico’s request, Provider and each Contracted Provider will furnish Cenpatico with evidence of such insurance.

5.2. Indemnification by Provider and Contracted Provider. Provider and each Contracted Provider shall indemnify and hold harmless (and at Cenpatico’s request defend) Company and Payor and all of their respective officers, directors, agents and employees from and against any and all third party claims for any loss, damages, liability, costs, or expenses (including reasonable attorney’s fees) arising from or relating to any negligence, wrongful act or omission, or breach of this Agreement by Provider, a Contracted Provider, or any of their respective officers, directors, agents or employees.

5.3. Indemnification by Cenpatico. Cenpatico agrees to indemnify and hold harmless (and at Provider’s request defend) Provider, Contracted Providers, and their officers, directors, agents and employees from and against any and all third party claims for any loss, damages, liability, costs, or expenses (including reasonable attorney’s fees) arising from or relating to any negligence, wrongful act or omission or breach of this Agreement by Company or its directors, officers, agents or employees.

ARTICLE VI – DISPUTE RESOLUTION

6.1. Informal Dispute Resolution. Except as provided below or superseded by applicable Regulatory Requirements, any dispute between the parties (or involving a Contracted Provider) with respect to or involving the performance under, termination of, or interpretation of this Agreement, or any other claim or cause of action, whether sounding in tort, contract or under statute (a “Dispute”) shall first be addressed by exhausting the applicable procedures in the health plan’s Provider Manual pertaining to claims payment, credentialing, utilization management, or other programs. If, at the conclusion of these applicable procedures, the matter is not resolved to each of the parties’ satisfaction, or if there are no applicable procedures in the health plan’s Provider Manual, then the parties agree that they shall engage in a period of good faith negotiations between designated representatives of the parties who have authority to settle, or to recommend settlement to the party’s governing body, the Dispute, which negotiations may be initiated by either party upon written request to the other, provided such request takes place within one year of the date on which the requesting party first had, or reasonably should have had, knowledge of the event(s) giving rise to the Dispute. If the matter has not been resolved within sixty (60) days of such request, either party may, as its sole and exclusive forum for the litigation of the Dispute or any part thereof, initiate arbitration pursuant to Section 6.2 below by providing written notice to the other party.

6.2. Arbitration. Either party wishing to pursue the Dispute as provided in Section 6.1 shall submit it to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). In no event may any arbitration be initiated more than one (1) year following, as applicable, the end of the sixty (60) day negotiation period set forth in Section 6.1, or the date of notice of termination. Arbitration proceedings shall be conducted by an arbitrator chosen from the National Healthcare Panel at a mutually agreed upon location within the State. The arbitrator shall not award any punitive or exemplary damages of any kind, shall not vary or ignore the provisions of this Agreement, and shall be bound by controlling law. The

parties and the Contracted Providers, on behalf of themselves and those that they may now or hereafter represent, agree to and do hereby waive any right to pursue, on a class basis, any Dispute. Each party shall bear its own costs and attorneys' fees related to the arbitration except that the AAA's Administrative Fees, all Arbitrator Compensation and travel and other expenses, and all costs of any proof produced at the direct request of the arbitrator shall be borne equally by the parties, and the arbitrator shall not have the authority to order otherwise. The existence of a Dispute or arbitration proceeding shall not in and of itself constitute cause for termination of this Agreement. Except as hereafter provided, during an arbitration proceeding, each party shall continue to perform its obligations under this Agreement pending the decision of the arbitrator. Nothing herein shall bar a party from seeking emergency injunctive relief to preclude any actual or perceived breach of this Agreement, although such party shall be obligated to file and pursue arbitration at the earliest reasonable opportunity. Judgment on the award rendered may be entered in any court having jurisdiction thereof. Nothing contained in this Article VI shall limit a party's right to terminate this Agreement with or without cause in accordance with Section 7.2.

ARTICLE VII – TERM AND TERMINATION

7.1. Term. This Agreement is effective as of the effective date designated by Cenpatico on the signature page of this Agreement (“Effective Date”), and will remain in effect for an initial term of three (3) year(s), after which it will automatically renew for terms of one(1) year each, unless this Agreement is sooner terminated as provided in this Agreement or either party gives the other party written notice of non-renewal of this Agreement not less than one hundred eighty (180) days prior to the renewal date of this Agreement. In addition, either party may elect to not renew a Contracted Provider's participation as a Participating Provider in a particular Product, effective as of the renewal date of this Agreement, by giving the others written notice of such non-renewal not less than one hundred eighty (180) days prior to the renewal date of this Agreement; in such event, Provider shall immediately notify the affected Contracted Provider of such non-renewal.

7.2. Termination. This Agreement, or the participation of Provider or a Contracted Provider as a Participating Provider in one or more Products, may be terminated or suspended as set forth below.

7.2.1. Upon Notice. This Agreement may be terminated by either party giving the other party at least one hundred eighty (180) days prior written notice of such termination. The participation of any Contracted Provider as a Participating Provider in a Product may be terminated by either party giving the other party at least one hundred eighty (180) days prior written notice of such termination; in such event, Provider shall immediately notify the affected Contracted Provider of such termination.

7.2.2. With Cause. This Agreement, or the participation of any Contracted Provider as a Participating Provider in one or more Products under this Agreement, may be terminated by either party giving at least ninety (90) days prior written notice of termination to the other party if such other party (or the applicable Contracted Provider) is in breach of any material term or condition of this Agreement and such other party (or the Contracted Provider) fails to cure the breach within the sixty (60) day period immediately following the giving of written notice of such breach. Any notice given pursuant to this Section 7.2.2 must describe the specific breach. In the case of a termination of a Contracted Provider, Provider shall immediately notify the affected Contracted Provider of such termination.

7.2.3. Suspension of Participation. Unless expressly prohibited by applicable Regulatory Requirements, both Company and Provider shall have the right to immediately suspend or terminate this Agreement by giving written notice thereof when (i) based upon available information, the continued participation of the Company or the Contracted Provider appears to constitute an immediate threat or risk to the health, safety or welfare of Covered Persons, or (ii) the Company's or Contracted Provider's fraud, malfeasance or non-compliance with Regulatory Requirements is reasonably suspected. The cancelling party shall immediately notify the affected party of such termination or suspension. During a suspension initiated by Company, the Contracted Provider shall, as directed by Company, discontinue the provision of all or a particular Covered Service to Covered Persons. During the term of any suspension, Covered Persons shall be notified of the suspension. Such suspension will continue until the suspended party's participation is reinstated or terminated.

7.2.4. Insolvency. This Agreement may be terminated immediately by a party giving written notice thereof to the other party if the other party is insolvent or has bankruptcy proceedings initiated against it.

7.2.5. Credentialing. The status of a Contracted Provider as a Participating Provider in one or more Products may be terminated immediately by Cenpatico giving written notice thereof to Provider if the Contracted Provider fails to adhere to Cenpatico's credentialing criteria, including, but not limited to, if the Contracted Provider (i) loses, relinquishes, or has materially affected its license to provide Covered Services in the State, (ii) fails to comply with the insurance requirements set forth in this Agreement; or (iii) is convicted of a criminal offense related to involvement in any state or federal health care program or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded from any state or federal health care program. Provider shall immediately notify the affected Contracted Provider of such termination.

7.3. Effect of Termination. After the effective date of termination of this Agreement or a Contracted Provider's participation in a Product, this Agreement shall remain in effect for purposes of those obligations and rights arising prior to the effective date of termination. Upon such a termination, each affected Contracted Provider (including Provider, if applicable) shall (i) continue to provide Covered Services to Covered Persons in the applicable Product(s) during the longer of the ninety (90) day period following the date of such termination or such other period as may be required under any Regulatory Requirements, and, if requested by Company, each affected Contracted Provider (including Provider, if applicable) shall continue to provide, as a Participating Provider, Covered Services to Covered Persons until such Covered Persons are assigned or transferred to another Participating Provider in the applicable Product(s), and (ii) continue to comply with and abide by all of the applicable terms and conditions of this Agreement, including, but not limited to, Section 3.4 (Hold Harmless) hereof, in connection with the provision of such Covered Services during such continuation period. During such continuation period, each affected Contracted Provider (including Provider, if applicable) will be compensated in accordance with this Agreement and shall accept such compensation as payment in full.

7.4. Survival of Obligations. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Agreement, including without limitation Sections 2.8, 2.10, 3.2, 3.4, 3.5, 4.2, 5.2, 5.3, 6.2, 7.3, and 7.4 and Article VIII, survive the expiration or termination of this Agreement.

ARTICLE VIII - MISCELLANEOUS

8.1. Relationship of Parties. The relationship among the parties is that of independent contractors. None of the provisions of this Agreement will be construed as creating any agency, partnership, joint venture, employee-employer, or other relationship.

8.2. Conflicts Between Certain Documents. If there is any conflict between this Agreement and the health plan's Provider Manual, this Agreement will control. In the event of any conflict between this Agreement and any Product Attachment, the Product Attachment will control as to such Product.

8.3. Assignment. This Agreement is intended to secure the services of and be personal to Provider and may not be assigned, sublet, delegated or transferred by Provider without Cenpatico's prior written consent. Cenpatico shall have the right, exercisable in its sole discretion, to assign or transfer all or any portion of its rights or to delegate all or any portion of its interests under this Agreement or any Attachment to an Affiliate, successor of Cenpatico, or purchaser of the assets or stock of Cenpatico, or the line of business or business unit primarily responsible for carrying out Cenpatico's obligations under this Agreement.

8.4. Headings. The headings of the sections of this Agreement are inserted merely for the purpose of convenience and do not limit, define, or extend the specific terms of the section so designated.

8.5. Governing Law. The interpretation of this Agreement and the rights and obligations of the parties hereto will be governed by and construed in accordance with applicable federal law and the laws of the State of California.

8.6. Third Party Beneficiary. This Agreement is entered into by the parties signing it for their benefit and the benefit of each Company. Except as specifically provided in Section 3.4 hereof, no Covered Person or third party, other than Company, will be considered a third party beneficiary of this Agreement.

8.7. Amendment. Except as otherwise provided in this Agreement, this Agreement may be amended only by written agreement of duly authorized representatives of the parties. Unless the parties agree otherwise, Company shall provide 45 business days' notice of intent to change a material term of this Agreement, the health plan's Provider Manual, policy or procedure, unless state or federal law or regulations or accreditation requirements require a shorter timeframe for compliance. Nothing in this Section shall limit the ability of the parties to mutually agree to a proposed amendment at any time after Provider receives notice of such proposed amendment. Amendments to this Agreement may be subject to review and/or approval by the Department of Health Care Services and/or the Department of Managed Health Care.

8.7.1. Cenpatico may amend this Agreement by giving Provider written notice of the amendment to the extent such amendment is deemed necessary or appropriate by Cenpatico to comply with any Regulatory Requirements. Any such amendment will be deemed accepted by Provider upon the giving of such notice.

8.7.2. Cenpatico may amend this Agreement by giving Provider written notice (electronic or paper) of the proposed amendment. Unless Provider notifies Cenpatico in writing of its objection to such amendment during the thirty (30) day period following the giving of such notice by Cenpatico, Provider shall be deemed to have accepted the amendment. If Provider objects to any proposed amendment to either the base agreement or any attachment, Cenpatico may exclude one or more of the Contracted Providers from being Participating Providers in the applicable Product (or any component program of, or Coverage Agreement in connection with, such Product).

8.8. Entire Agreement. All prior or concurrent agreements, promises, negotiations or representations either oral or written, between the Company and Provider relating to a subject matter of this Agreement, which are not expressly set forth in this Agreement, are of no force or effect.

8.9. Severability. The invalidity or unenforceability of any terms or provisions hereof will in no way affect the validity or enforceability of any other terms or provisions.

8.10. Waiver. The waiver by either party of the violation of any provision or obligation of this Agreement will not constitute the waiver of any subsequent violation of the same or other provision or obligation.

8.11. Notices. Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder is deemed to have been given when such written notice has been personally delivered or deposited in the United States mail, postage paid, or delivered by a service that provides written receipt of delivery, addressed as follows:

To Cenpatico at:

Attn: President.

12515 Research Blvd, Bldg 8/Suite 400

Austin, Texas 78759

To Provider at:

Attn: Director

P.O. Box 2619

Mammoth Lakes, CA 93546

or to such other address as such party may designate in writing.

8.12. Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, strikes or other work stoppages by either party's employees, or any other similar cause beyond the reasonable control of such party.

8.13. Proprietary Information. Except as may be required by the California Public Records Act or other similar law applicable to Provider or any Contracted Provider, neither party shall disclose to a third party the substance of this Agreement, or any information of a confidential nature acquired from the other party during the course of this Agreement, except to agents of such party as necessary for such party's performance under this Agreement, or as required by a Payor Contract or applicable Regulatory Requirements. Provider acknowledges and agrees that all information relating to Company's programs, policies, protocols and procedures is proprietary information and Provider shall not disclose such information to any person or entity without Cenpatico's express written consent.

8.14. Authority. The individuals whose signatures are set forth below represent and warrant that they are duly empowered to execute this Agreement. Provider represents and warrants that it has all legal authority to contract on behalf of and to bind all Contracted Providers to the terms of the Agreement with Company.

* * * * *

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION
THAT MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

Cenpatico

(Legibly Print Name of Provider)

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax Identification Number: _____

To be completed by Cenpatico only:
Effective Date of Agreement:

Included in Agreement	Attachment/Exhibit
X	Exhibit A – Contracted Provider – Specific Provisions
X	Exhibit B – List of Contracted Providers
X	Product Attachment – Medi-Caid and CHIP Product & Regulatory Requirements
X	Schedule A – Reimbursement
X	Schedule B – Covered Services and Exclusions

EXHIBIT A
CONTRACTED PROVIDER-SPECIFIC PROVISIONS

Provider and Contracted Providers shall comply with the applicable provisions of this Exhibit.

A.1 Facility. If Provider or a Contracted Provider is a Facility (“Facility”), the following provisions apply.

A.1.1 24 Hour Coverage. Each Facility shall be available to provide Covered Services to Covered Persons twenty-four (24) hours per day, seven (7) days per week.

A.1.2 Emergency Care. Each Facility shall provide Emergency Care (as hereafter defined) in accordance with Regulatory Requirements. The Contracted Provider shall notify Company’s medical management department of any emergency room admissions by electronic file sent within twenty-four (24) hours or by the next business day of such admission. “Emergency Care” (or derivative thereof) has, as to each particular Product, the meaning set forth in the applicable Coverage Agreement or Product Attachment. If there is no definition in such documents, “Emergency Care” means inpatient and/or outpatient Covered Services furnished by a qualified provider that are needed to evaluate or stabilize an Emergency Medical Condition. “Emergency Medical Condition” means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following: (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

A.1.3 Staff Privileges. Each Facility shall assist in granting staff privileges or other appropriate access to Company’s Participating Providers who are qualified medical or osteopathic physicians, provided they meet the reasonable standards of practice and credentialing standards established by the Facility’s medical staff and bylaws, rules, and regulations.

A.1.4 Discharge Planning. Each Facility agrees to cooperate with Company’s system for the coordinated discharge planning of Covered Persons, including the planning of any necessary continuing care.

A.1.5 Credentialing Criteria. Each Facility shall (a) currently, and for the duration of this Agreement, remain accredited by the Joint Commission or American Osteopathic Association, as applicable; and (b) ensure that all employees of Facility perform their duties in accordance with all applicable local, State and federal licensing requirements and standards of professional ethics and practice.

A.2 Practitioners. If Provider or Contracted Provider is a physician or other health care practitioner (including physician extenders) (“Practitioner”), the following provisions apply.

A.2.1 Contracted Professional Qualifications. At all times during the term of this Agreement, Practitioner shall, as applicable, maintain medical staff membership and admitting privileges with at least one Facility that is a Participating Provider (“Participating Facility”) with respect to each Product in which the Practitioner participates. Upon Company’s request, Practitioner shall furnish evidence of the foregoing to Company. If Practitioner does not have such admitting privileges, Provider or the Practitioner shall provide Company with a written statement from another Participating Provider who has such admitting privileges, in good standing, certifying that such individual agrees to assume responsibility for providing inpatient Covered Services to Covered Persons who are patients of the applicable Practitioner.

A.2.2 Acceptance of New Patients. To the extent that Practitioner is accepting new patients, such Practitioner must also accept new patients who are Covered Persons with respect to the Products in which such

Practitioner participates. Practitioner shall notify Company in writing forty-five (45) days prior to such Practitioner's decision to no longer accept Covered Persons with respect to a particular Product. In no event will an established patient of any Practitioner be considered a new patient.

A.2.3 Preferred Drug List/Drug Formulary. If applicable to the Covered Person's coverage, Practitioners shall use commercially reasonable efforts, when medically appropriate under the circumstances, to comply with formulary or preferred drug list when prescribing medications for Covered Persons.

**EXHIBIT B
LIST OF CONTRACTED PROVIDERS**

1. Mono County Behavioral Health

**SUBJECT TO REVIEW AND APPROVAL
BY DEPARTMENT OF MANAGED HEALTH CARE, DEPARTMENT OF INSURANCE,
AND DEPARTMENT OF HEALTH CARE SERVICES**

**PRODUCT ATTACHMENT – CALIFORNIA MEDICAID AND CHIP PRODUCT
(INCLUDING REGULATORY REQUIREMENTS AND COMPENSATION SCHEDULE)**

THIS PRODUCT ATTACHMENT (this “Attachment”) is made and entered between CENPATICO BEHAVIORAL HEALTH, LLC (“Cenpatico”) a wholly-owned California limited liability company, and Mono County, on behalf of its Department of Behavioral Health (“Provider”).

WHEREAS, Cenpatico and Provider entered into that certain Participating Provider Agreement, as the same may have been amended and supplemented from time to time (the “Agreement”), pursuant to which Provider and its Contracted Providers participate in and provide specified behavioral health services under certain Products offered by or available from or through California Health and Wellness Plan (“Plan”).

WHEREAS, pursuant to the provisions of the Agreement, this Attachment is identified on the signature page of the Agreement and, as such, the Contracted Providers identified herein will be designated and participate as “Participating Providers” in the Product described in this Attachment; and

WHEREAS, the Agreement is modified or supplemented as hereafter provided.

NOW THEREFORE, in consideration of the recitals, the mutual promises herein stated, the parties hereby agree to the provisions set forth below.

1. Defined Terms. All capitalized terms not specifically defined in this Attachment will have the meanings given to such terms in the Agreement.

1.1 “Evidence of Coverage” means, as defined in subdivision (d) of Health and Safety Code Section 1345, any certificate, agreement, contract, brochure, or letter of entitlement issued to an Enrollee setting forth the coverage to which the Enrollee is entitled.

1.2 “Disclosure Form(s)” means, as defined in subdivision (a) of Health and Safety Code Section 1363, the materials containing information regarding the benefits, services, and terms of Coverage Agreement as the Department of Managed Health Care or Department of Health Care Services may require, so as to afford Enrollees with a full and fair disclosure of Coverage Agreement in readily understood language and in a clearly organized manner.

1.3 “State” means the State of California.

2. Product Participation.

2.1.1 California Medicaid and CHIP Product. This Attachment addresses the participation of Provider and the applicable Contracted Providers in providing behavioral health services under the following Product: “California Medicaid and CHIP Product” (which is also referred to in this Attachment as the “Medi-Cal Product”). The term “California Medicaid and CHIP Product” refers to those programs and health benefit arrangements offered by California Health and Wellness Plan (“Plan”) in connection with the Medi-Cal Program, which is administered, sponsored or regulated by the State (or any agency, department or division thereof). The Medi-Cal Product expressly includes the health benefit arrangement offered by or available from or through Plan in connection with Plan’s contract with the California Department of Health Care Services (or any successor thereto). The Medi-Cal Product does not apply to any Coverage Agreements that are specifically covered by another Product Attachment to the Agreement. This Attachment applies only to the provision of health care

services, supplies or accommodations (including Covered Services) to Covered Persons enrolled in the Medi-Cal Product.

2.1.2 Participation. Unless otherwise specified in this Attachment, all Contracted Providers under the Agreement will participate in the Medi-Cal Product as “Participating Providers,” and will provide to Covered Persons enrolled in the Medi-Cal Product, upon the same terms and conditions contained in the Agreement, as supplemented or modified by this Attachment, those Covered Services that are provided by Contracted Providers pursuant to the Agreement. In providing such services, Provider shall, and shall cause Contracted Providers to, comply with and abide by the provisions of this Attachment and the Agreement (including the Provider Manual).

2.1.3 Attachment. This Attachment, consisting of Exhibit 1 (State-Mandated Provisions for Licensed Health Care Service Plans and Governmental Contracts), Schedule A (Compensation Schedule), Schedule B (Covered Services and Exclusions) constitutes the Product Attachment for the Medi-Cal Product. Where the Provider is a Risk-Bearing Organization, this Attachment shall also include Exhibit 2 (State-Mandated Provisions for Risk-Bearing Organizations). Where Provider is responsible for administrative and/or management activities that have been delegated to Provider by Plan’s and Provider’s mutual agreement, where required by law or applicable accreditation standards, this Attachment shall also include Exhibit 3 (Delegation Agreement).

2.1.4 Construction. Except as expressly provided herein, the terms and conditions of the Agreement will remain unchanged and in full force and effect. In the event of a conflict between the provisions of the Agreement and the provisions of this Attachment, this Attachment will govern with respect to health care services, supplies or accommodations (including Covered Services) rendered to Covered Persons enrolled in the Medi-Cal Product. To the extent Provider or any Contracted Provider is unclear about its, his or her respective duties and obligations, Provider or the applicable Contracted Provider shall request clarification from the Plan.

3. Term. This Attachment will become effective as of the date it is signed by both parties, and will be coterminous with the term of the Agreement unless a party or a Contracted Provider terminates the participation of the Contracted Provider in the Medi-Cal Product in accordance with the applicable provisions of the Agreement or this Attachment.

4. State-Mandated Regulatory Requirements. Exhibit 1 to this Attachment, which is incorporated herein by this reference, sets forth the provisions that are required by State law and regulations and the Government Contract governing the operation of licensed health care service plans and contracts between such plans and providers. These requirements are set forth in the California Welfare and Institutions Code, related regulations (Title 22 of the California Code of Regulations), the Knox-Keene Health Care Service Plan Act of 1975 (Health and Safety Code Section 1340 et seq.) and related regulations (Section 1000 of Title 28 of the California Code of Regulations) (collectively, the “Act”), and the Government Contract. Any provision required to be in this Attachment or the Agreement by any of the above shall bind Cenpatico, the Plan and Provider whether or not provided for herein.

5. Compensation Schedule. Schedule A to this Attachment, Compensation Schedule, incorporated herein by reference, sets forth the compensation for services provided by Provider under this Attachment. Except as modified or supplemented by this Attachment, the compensation hereunder for the provision of Covered Services by Contracted Providers to Covered Persons enrolled in the Medi-Cal Product is subject to all of the other provisions in the Agreement (including the Provider Manual) that affect or relate to compensation for Covered Services provided to Covered Persons.

6. Carve outs. In accordance with the Government Contract, some benefits may not be within the scope of Covered Services for Medi-Cal Enrollees. Subject to the conditions of the Government Contract, Covered Persons may receive coverage for such benefits may be covered outside of the Medi-Cal Product, with or without the necessity of such individuals’ disenrollment from the Medi-Cal Product. For a complete list of these benefits please refer to Schedule A and the applicable Evidence of Coverage and Disclosure Forms.

7. Notices. Any notice required or permitted to be given under this Attachment is deemed to have been given when such written notice has been personally delivered or deposited in the United States mail, postage paid, or delivered by a service that provides written receipt of delivery, addressed as follows:

to Cenpatico:

Attn: President
12515 Research Blvd, Bldg 8; #400
Austin, TX 78759

to Provider at:

Attn: _____

E-Mail Address: _____

EXHIBIT 1 – STATE-MANDATED PROVISIONS FOR LICENSED HEALTH CARE SERVICE PLANS AND GOVERNMENTAL CONTRACTS

This Exhibit sets forth the special provisions that are required in provider contracts of all managed care health plans regulated by the Department of Managed Health Care and plans offering the Medi-Cal Product under a Government Contract with the Department of Health Care Services.

1. Definitions. For purposes of this Exhibit 1, the following terms have the meanings set forth below. Capitalized terms used in this Exhibit 1 and not defined below will have the same meaning set forth in the Agreement.

1.1 “Clean Claim” means one that can be processed without obtaining additional information, as required under State law, regulation, and Government Contract, from the provider of service or from a third party. It does not include a claim from a provider who is under investigation for fraud or abuse, or a claim under review for Medical Necessity. “Contested Claim” means a claim, or portion thereof, lacking the information necessary to determine payor liability for the claim.

1.2 “Covered Person,” or “Enrollee” means a Title XIX or Title XXI beneficiary who has been certified by the State as eligible to enroll in the California Medi-Cal Program and whose name appears on Plan enrollment information that will be transmitted monthly by the State to the Plan in accordance with an established notification schedule.

1.3 “Emergency Services” means medical screening, examination, and evaluation by a physician and surgeon, or, to the extent permitted by applicable law, by other appropriate licensed persons under the supervision of a physician and surgeon, to determine if an emergency medical condition or active labor exists and, if it does, the care, treatment, and surgery, if within the scope of that person's license, necessary to relieve or eliminate the emergency medical condition until such care results in stabilization, within the capability of the facility. “Stabilization” has occurred when, in the opinion of the treating physician and surgeon, or other appropriate licensed persons acting within their scope of licensure under the supervision of a treating physician and surgeon, the Covered Person's medical condition is such that, within reasonable medical probability, no material deterioration of the Covered Person's condition is likely to result from, or occur during, the release or transfer of the Covered Person. Emergency Medical Services shall also include screenings, examinations, and evaluations for the purpose of determining whether a Psychiatric Emergency Medical Condition exists, and for which treatment is necessary to relieve or eliminate the Psychiatric Emergency Medical Condition.

1.4 “Emergency Medical Condition” means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

- (i) placing the patient's health in serious jeopardy;
- (ii) serious impairment of bodily functions; or
- (iii) serious dysfunction of any bodily organ or part.

1.5 “Medically Necessary” or “Medical Necessity” , for the purposes of this Attachment, means all Covered Services that are reasonable and necessary to protect life, prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness or injury, subject to utilization controls and consistent with the provisions of the Government Contract. When determining the Medical Necessity of Covered Services for a Medi-Cal beneficiary under the age of 21, “Medical Necessity” is expanded to include the standards set forth in Title 22 CCR Section 51340 and 51340.1.

1.6 “Psychiatric Emergency Medical Condition” means a mental disorder that manifests itself by acute symptoms of sufficient severity that it renders the Covered Person as being either of the following:

- (a) An immediate danger to himself or herself or to others; or
- (b) Immediately unable to provide for, or utilize, food, shelter, or clothing, due to the mental disorder.

1.7 “Provider” means, for purposes of this Exhibit, Provider and each Contracted Provider.

1.8 “Quality Improvement System” means the procedures established by the Plan, as required by the Department of Managed Health Care, Department of Health Care Services, and Government Contract, for continuously reviewing the quality of care, performance of medical personnel, utilization of services and facilities, and costs.

1.9 “Government Contract” means the then effective contract with the California Department of Health Care Services (or any successor thereto) for managed care services in connection with the Medi-Cal Program (“Medi-Cal”).

1.10 “Title XIX” means the provisions of Title 42 United States Code Annotated Section 1396 et. seq. (the Social Security Act), including any amendments thereto. Title XIX provides medical assistance for certain individuals and families with low incomes and resources.

1.11 “Title XXI” means the provisions of the Social Security Act as amended in August 1997 to add Title XXI, known at the federal level as the Children’s Health Insurance Program (CHIP), which provides health insurance coverage to uninsured children from low-income families, who are not Title XIX eligible.

2. Governing law. Provider shall comply with all provisions of the Government Contract, federal, State and local laws and regulations, and all amendments thereto. Provider understands and agrees that the Attachment and/or the Agreement shall be deemed automatically amended as necessary to comply with any applicable State or federal or regulation, or any applicable provision of the Government Contract.

3. Linguistic Services. Provider shall provide, or cooperate with Plan’s arrangement for the provision of, 24-hour oral interpreter services at all key points of contact for monolingual, non-English-speaking or limited English proficient (LEP) Covered Persons either through interpreters, telephone language services, or any electronic options the Plan and Provider choose to utilize, in a manner that is appropriate for the situation in which language assistance is needed. Provider shall provide, or cooperate with Plan’s provision of, the following: i) oral interpreters, signers, bilingual providers and provider staff; ii) fully translated written materials; iii) referrals to culturally and linguistically appropriate community service programs; iv) Telecommunications Device for the Deaf (“TDD”); and v) Telecommunications Relay Service. For the purposes of this section, “key points of contact” include telephone, advice, and urgent care transactions, outpatient encounters with providers including pharmacists, and appointment scheduling. Provider shall document in the Covered Person’s medical record any offer of qualified interpreter services, as well as any instance in which such offer is declined.

4. EPSDT (also known as CHDP). Provider shall ensure the provision of Early and Periodic Screening, Diagnosis and Treatment (“EPSDT”) services and EPSDT Supplemental Services for Covered Persons under 21 years of age, except where EPSDT supplemental services are provided as California Children’s Services or mental health services. Provider shall inform Covered Persons that EPSDT services are available for Covered Persons under 21 years of age, provide comprehensive screening and prevention services, (including, but not limited to, a health and developmental history, a comprehensive physical examination, appropriate immunizations, lab tests, and lead toxicity screening), and provide treatment for all medically necessary services. Provider shall ensure that appropriate EPSDT services are initiated in a timely fashion, as soon as possible but no later than sixty (60) calendar days following either a preventive screening or other visit that identifies a need for follow-up.

5. Triage or Screening Services. Plan will provide, or arrange for the provision of, telephone or triage services, on a 24-hour-a-day, 7 day-a-week basis as appropriate. Provider shall cooperate with the Plan’s provision or arrangements for the provision of triage or screening services.

6. Timely access to care. Provider shall provide Covered Services in a timely manner appropriate for the nature of the Covered Person’s condition consistent with good professional practice.

6.1 Covered Persons must be offered appointments within the following timeframes, except as may be otherwise permitted under Section 6.2 and 6.3 herein:

6.1.1 Urgent care appointment for services that do not require prior authorization – within 48 hours of a request;

6.1.2 Urgent appointment for services that require prior authorization – within 96 hours of a request;

6.1.3 Non-urgent appointments with specialist physicians – within 15 business days of request;

6.1.4 Non-urgent appointments with a non-physician mental health care provider—within ten (10) business days of request;

6.1.5 Non-urgent primary care appointments – within ten (10) business days of request;

6.1.6 Non-urgent appointment for ancillary services for the diagnosis or treatment or injury, illness, or other health condition – within 15 business days of request;

6.1.7 The waiting time for any appointment will not exceed forty-five (45) minutes.

6.1.8 All other services not specified here shall meet the usual and customary standards for the community.

6.2 The applicable waiting time for a particular appointment may be extended if the referring or treating licensed health care provider, or the health professional providing triage or screening services, as applicable, acting within the scope of his or her practice and consistent with professionally recognized standards of practice, has determined and noted in the relevant record that a longer waiting time will not have a detrimental impact on the Covered Person's health.

6.3 Preventive care services and periodic follow-up care, including but not limited to, standing referrals to specialists for chronic conditions, periodic office visits to monitor and treat pregnancy, cardiac or mental health conditions, and laboratory and radiological monitoring for recurrence of disease, may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed health care provider acting within the scope of his or her practice.

6.4 When it is necessary to reschedule an appointment, the appointment shall be promptly rescheduled in a manner that is appropriate for the Covered Person's health care needs, and ensures continuity of care consistent with good professional practice.

6.5 Interpreter services required hereunder shall be coordinated with scheduled appointments for health care services in a manner that ensures the provision of interpreter services at the time of the appointment.

7. Quality Improvement System. Provider shall participate in and cooperate with Plan's Quality Improvement System in accordance with the Provider Manual, Government Contract and State and federal law and regulations.

8. Books and records. To the extent authorized by applicable laws and regulations, Provider shall make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for inspection, examination or copying:

(a) By the United States Department of Health and Human Services, California Department of Health Care Services, California Department of Justice, California Department of Managed Health Care, other State or federal agencies or their duly authorized representatives.

(b) At all reasonable times at the Provider's place of business or at such other mutually agreeable location in California.

(c) In a form maintained in accordance with the general standards applicable to such book or record keeping.

(d) For a term of at least 10 years from the close of the current fiscal year in which the date of service occurred; in which the record or data was created or applied; and for which the financial record was created.

(e) Including all encounter data for a period of at least ten years.

Provider shall further maintain such records and provide such information to Plan or to the applicable regulatory agency as may be necessary for compliance by Plan with the provisions of the Knox Keene Health Care Service Plan Act and the rules thereunder, and retain such records for at least two (2) years. Such obligation will survive termination of this Attachment, whether by rescission or otherwise. Plan shall have access at reasonable times upon demand to the books, records and papers of Provider relating to the health care services provided to Covered Persons, to the cost thereof, to payments received by Provider from Covered Persons (or from others on their behalf), and, unless Provider is compensated on a fee-for-service basis, to the financial condition of the Provider.

9. Reports. Provider agrees to submit reports as required by Plan.

10. Audits. Provider shall permit Plan, its duly authorized agents or representatives, accrediting agencies, State and federal government, during normal business hours, access to Provider's premises to inspect, audit, monitor or otherwise evaluate the performance of Provider's contractual activities and shall produce all records requested as part of such review or audit.

11. Site review. Provider shall participate in and cooperate with facility site reviews on all primary care provider sites and provider sites that serve a high volume of seniors and persons with disabilities. Provider agrees to permit, and require Participating Providers to permit, Plan and/or authorized agents or representatives of state and federal government to conduct periodic site evaluations of Provider's primary care sites. Provider agrees to comply with the agencies' recommendations, if any.

12. Credentialing; standards. Provider and all providers which Provider has contracted or employed shall comply with Company's processes and requirements for initial credentialing, recredentialing, recertification, and reappointment of providers. Provider warrants and represents that Provider and all providers which Provider has contracted or employed are qualified in accordance with the current applicable legal, professional, and technical standards and appropriately licensed, certified or registered. Provider warrants and represents that Provider and all providers with which Provider has contracted or employed are in good standing in the Medicare and Medicaid/Medi-Cal programs and have a valid National Provider Identification Number. Provider acknowledges that any provider that has been terminated from either Medicare or Medicaid/Medi-Cal cannot participate in Company's provider network.

13. Provider subcontracts. Provider agrees that subcontract or subcontract amendment, including but not limited to a subcontract to assign or delegate Provider's duties under this Agreement, shall be void unless prior written approval is obtained from Plan, the Department of Health Care Services, and Department of Managed Health Care. Provider agrees that any subcontract shall be in writing and comply with and adhere subcontractor to the applicable provisions of the Government Contract and the Agreement.

14. Provider disputes. Provider shall have the right to submit grievances and/or appeals through a fast, fair and cost-effective dispute resolution process established by health plan. Health plan shall handle all provider disputes in accordance with Health and Safety Code, § 1371 et. seq and related regulations. Plan shall inform Provider of any changes to its provider dispute resolution mechanism.

15. Balance Billing; Surcharges; Copayments. Covered Persons shall not be liable for payment of any moneys owed by Provider, Cenpatico, or Plan. Provider and each Contracted Provider, agent, trustee or assignee thereof, agree that Provider and each Contracted Provider shall not assess any surcharge for Covered Services. Upon receipt of notice of any such surcharge, Cenpatico and/or Plan will take appropriate action as authorized under this Agreement, Payor Contract, and applicable state and federal law.

16. Enrollee Grievances. Provider shall participate in and abide by the health plan's Grievance Procedure for Covered Persons and require its Participating Providers to do the same.

17. Claims Submission and Processing. Claims shall be submitted and paid in accordance with applicable State and federal law and this Government Contract, unless the parties mutually agree in writing to an alternate payment schedule. Unless an alternate payment schedule is agreed to, the following timeframes shall apply to reimbursement for services provided Covered Persons under this Agreement:

17.1 Clean Claims. Clean and uncontested claims shall be paid no later than forty-five (45) working days after receipt of the claim. If a clean and uncontested claim is not reimbursed by delivery within the required timeframe, interest shall accrue at the rate of 15 percent per annum, beginning with the first calendar day after the required timeframe. Such accrued interest shall automatically be included in payment of the claim.

17.2 Contested Claims. If all or part of a claim is contested, the notice of the contest must include the following information: the portion of the claim that is contested and the specific reasons for contesting the claim. The notice of contested claim must be sent no later than forty-five (45) working days after receipt of the claim. If the reasonable basis for denying the claim is that additional information is needed, then reconsideration of the claim must be completed within forty-five (45) working days from receipt of the necessary information.

17.3 Emergency Claims. Claims for emergency services and care shall be processed in compliance with California Health & Safety Code §1371.35, as amended, or such other applicable provision.

17.4 Statutory Authority. The parties agree to comply with all applicable provisions of California Health & Safety Code §1371, et seq., as amended, and related regulations relating to claims payment procedures (the "Claims Payment Requirements"). To the extent that Subsections 17.1 and 17.2 of this Attachment do not conform in some manner with the terms of the Claims Payment Requirements, the Claims Payment Requirements shall supersede the language of Sections 17.1 and 17.2 hereof.

SUBJECT TO REVIEW AND APPROVAL BY DEPARTMENT OF MANAGED HEALTH CARE AND DEPARTMENT OF HEALTH CARE SERVICES

SCHEDULE A

REIMBURSEMENT

Professional Services

Payment to Provider under this Exhibit is subject to the requirements set forth in the Agreement regarding timely submission of a Clean Claim and compliance with applicable policies and procedures in the Provider Manual. Provider shall be reimbursed according to this Exhibit for Covered Services provided to a Covered Person. Services covered under this Exhibit are as defined in the Provider Manual.

Professional Services: For the provision of medically necessary Covered Services rendered by a psychiatrist (MD/DO), physician's assistant (PA), or nurse practitioner (ARNP), Psychologist (Ph.D.) and/or mid-level practitioners to a Covered Person, Provider shall be paid the lesser of Provider's Allowable Charges or in accordance with one hundred and two percent (102%) of the California Medicaid Fee Schedule by practitioner specialty, less any applicable coinsurance or copayments

Notes:

1. Authorization requirements are as defined in this Agreement or in the Provider Manual. Service limits, unless specified in this Exhibit or in the Provider Manual, are as defined by the California Department of Healthcare Services.
2. Annual updates to HCPCS, CPT, ICD, DRG, and Revenue codes shall become effective on the effective date as determined by the State. Upon notice from the State or Plan, Cenpatico shall implement such modifications within forty-five (45) business days from the date of such notification. Notwithstanding the foregoing, Cenpatico will reprocess and adjust claims for services impacted during the system update. Provider understands that Cenpatico will adjust only up until the effective date of such modifications.
3. Professional Services must be billed on a CMS-1500 claim form, or its successor or electronic equivalent, utilizing applicable HCPCS codes and standard coding guidelines.
4. Provider is required to identify each date of service when submitting claims spanning multiple dates of service.

SUBJECT TO REVIEW AND APPROVAL BY DEPARTMENT OF MANAGED HEALTH CARE AND DEPARTMENT OF HEALTH CARE SERVICES

Definitions:

1. **Allowable Charges** means those Provider charges that qualify as medically necessary Covered Services and are eligible for reimbursement under the Plan.
2. **HCPCS codes** refer to Level 1 codes from the Current Procedural Terminology (“CPT”) reference book and/or Level 2 codes from the Healthcare Common Procedure Coding System (“HCPCS”) reference book, which may be amended from time to time.

The Effective Date of this Exhibit is _____.
(To be completed by Cenpatico only)

Provider:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Tax ID Number: _____

Medicaid Number: _____

NPI Number: _____

SUBJECT TO REVIEW AND APPROVAL BY DEPARTMENT OF MANAGED HEALTH CARE AND DEPARTMENT OF HEALTH CARE SERVICES

SCHEDULE B

COVERED SERVICES AND EXCLUSIONS

Behavioral Health Covered Services

Professional Behavioral Health Services

Service Description	Billable Provider Type(s)	Billing Codes	Add-on
psychiatric diagnostic interview	MD, ARNP, PhD ML, PA	90791	
Interactive psychiatric diagnostic interview	MD, ARNP	90792	
Individual psychotherapy	MD, ARNP, PhD ML, PA	90832, 90834, 90837	90785 Interactive complexity
Individual psychotherapy with medication management	MD, ARNP	99201- 99215	With or without: 90833+90785 90836+90785 90838+90785
Psychoanalysis	MD	90845	
Family psychotherapy without patient	MD, PhD, PA, ARNP, ML	90846	
Family psychotherapy with patient	MD, PhD, PA, ARNP, ML	90847	
Group Psychotherapy	MD, PhD, PA, ARNP, ML	90853,	
Pharmacologic management	MD, PA, ARNP	99201- 99215	With or without: 90833+90785 90836+90785 90838+90785
Psychological testing	MD, PhD	96101, 96102, 96103	

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
**BETWEEN MONO COUNTY DIVISION OF BEHAVIORAL HEALTH PLAN
AND
Blue Cross of California Partnership Plan, Inc.**

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of this day _____, 2014, by and between the County of Mono, a political subdivision of the State of California, on behalf of Mono County Behavioral Health Services State contracted Mental Health Plan (hereinafter referred to as MHP) and Blue Cross of California Partnership Plan, Inc (ANTHEM) in order to implement certain provisions of Title 9 of the California Code of Regulations, Chapter 11 (Medi-Cal Specialty Mental Health Services). This MOU may be terminated by either party by giving at least 10 days written notice to the other party.

Written notices under this MOU will be to the following:

Mono County Behavioral Health Services
Managed Care
Address: _____
City, State, Zip: _____

Anthem Blue Cross
One WellPoint Way
Thousand Oaks, CA 91362

Anthem Blue Cross is part of the Local Initiative Health Plan or the Commercial Health Plan for the County of Mono (the "Service Area") and has contracted with the California Department of Health Care Services and ANTHEM to arrange and coordinate services for the provision of Medi-Cal managed care services to those Medi-Cal beneficiaries who are assigned to or enrolled with ANTHEM in the Service Area.

The MHP of Mono contracts with the California Department of Mental Health to provide medically necessary specialty mental health services to the Medi-Cal beneficiaries of Mono County. The Mental Health Plan and the California Department of Mental Health work collaboratively to ensure timely and effective access to Medi-Cal Mental Health Services.

The purpose of this MOU is to describe the responsibilities of the MHP and ANTHEM in the delivery of specialty mental health services to ANTHEM members served by both parties. It is the intention of both parties to coordinate care between providers of physical and mental health care. All references in the MOU to "Members" are limited to the ANTHEM Members. There will be no exchange of funds between ANTHEM and the MHP.

Nothing contained herein shall add to or delete from the services required by each party under its agreement with the State of California. The MHP and ANTHEM agree to perform their required services under their respective agreements with the State of California, to the extent not inconsistent with laws and regulations.

The Department of Health Care Services may sanction a mental health plan pursuant to paragraph (one) of subdivision (e) of Section 5775 for failure to comply with the requirements of Welfare & Institution Code, Section 5777.5

County of Mono
On Behalf of Behavioral Health Services
State Contracted Mental Health Plan
("MHP")

ANTHEM:

By _____

By _____

Date

Date

MEMORANDUM OF UNDERSTANDING
 MENTAL HEALTH Plan (MHP)
 MENTAL HEALTH SERVICES PROGRAM
 AND
 ANTHEM BLUE CROSS (ANTHEM)

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
1. Basic Requirements	1. MHP agrees to address policies and procedures with the ANTHEM that cover: -management of the members care, including – but not limited to the following: -screening assessment and referrals - medical necessity determination -care coordination and -exchange of medical information.	2. ANTHEM agrees to address policies and procedures with the MHP that cover: -management of the members care, including – but not limited to the following: -screening assessment and referrals - medical necessity determination -care coordination and -exchange of medical information.
2 Mental Health Covered Services	1. MHP is responsible for providing ANTHEM members with outpatient mental health benefits for members with significant impairment in functions that meet the medical necessity criteria. See Attachment 1: Mental Health Services Description Chart for Medi-Cal Managed Care Members. 2. Conditions that the <i>Diagnostic and Statistical Manual (DSM)</i> identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the new benefit by the MHP or by ANTHEM. 3. All services must be provided in a culturally and linguistically appropriate manner	1. ANTHEM is obligated to cover and pay for mental health assessments of ANTHEM’s members with potential mental health disorders. This new requirement is in addition to the existing requirement that PCPs offer mental health services within their scope of practice. 2. ANTHEM is responsible for providing members with outpatient mental health benefits for members with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from any mental health condition defined by the current <i>Diagnostic and Statistical Manual (DSM)</i> that is also covered according to State regulations. 3. ANTHEM will be responsible for providing these services when medically necessary and provided by PCPs or licensed mental health professionals in Anthem’s provider network within the scope of their practice. See Attachment 1: Mental Health Services Description Chart for Medi-Cal Managed Care Members. 4. Conditions that the DSM identifies as relational problems (<i>e.g. couples counseling, family counseling for relational problems</i>) are not covered as part of the new benefit by ANTHEM nor

*<http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000>

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
		by the MHP. 5. All services must be provided in a culturally and linguistically appropriate manner.
3. Oversight Responsibilities	a. MHP’s Administrative Staff is the Liaison that will be responsible for notifying its network providers and relevant staff of their roles and responsibilities in the management of this MOU. b. MHP will have staff participate on an oversight team comprised of representatives from both ANTHEM and the MHP who will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of this MOU. c. MHP will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. The MHP and ANTHEM may determine the composition of the multidisciplinary teams. d. The MHP and ANTHEM oversight teams and multidisciplinary teams may be the same teams. e. MHP Liaison will provide ANTHEM with an updated list of approved MHP providers, specialists and mental health care centers in the county. This information is also available on the MHP’s managed care website.	a. ANTHEM has direct contracts with its licensed mental health professionals (LMHP) network and will be responsible for notifying their LMHPs and relevant staff of their roles and responsibilities. b. ANTHEM has a Public Programs Administrator/liason that will participate on an oversight team comprised of representatives from both MHP and ANTHEM who will be responsible for program oversight, quality improvement, problem and dispute resolution as well as management of the of this MOU. c. ANTHEM will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. ANTHEM and MHP may determine the composition of the multidisciplinary teams. d. ANTHEM and the MHP oversight teams and multidisciplinary teams may be the same teams. e. ANTHEM Liaison will provide MHP with an updated list of its LMHPs and specialists.
4 Screening, Assessment and Referral	a. MHP accepts referrals from ANTHEM Staff, providers and members’ self-referrals for determination of medical necessity for specialty mental health services. Medical necessity for specialty mental health services is defined at Title 9, CCR, Sections 1820.205*, 1830.205* and 1830.210*. b. If it is determined by Anthem’s LMHP that the member may meet specialty mental health services medical necessity criteria, the Anthem LMHP refers the	1. ANTHEM is responsible for the screening, assessment and referrals, including agreed upon screening and assessment tools for use in determining if ANTHEM or the MHP will provide mental health services. 2. ANTHEM accepts referrals from MHP staff, providers, and members’ self-referral for assessment, makes a determination of medical necessity for outpatient services, and provides referrals within ANTHEM’s LMHP

*<http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000>

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<p>member to the MHP for further assessment and treatment.</p> <p>c. MHP providers will refer ANTHEM members to their identified PCP for medical and non-specialty mental health conditions that would be responsive to appropriate physical health care.</p>	<p>network. Medical necessity means reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury.</p> <p>When determining the medical necessity of covered services for a Medi-Cal beneficiary under the age of 21, “medical necessity” is expanded to include the standards set forth in Title 22 CCR Sections 51340* and 51340.1*.</p> <p>3. ANTHEM PCP’s will refer ANTHEM members to an ANTHEM LMHP for:</p> <ul style="list-style-type: none"> i. An assessment to confirm or arrive at a diagnosis and treatment (except in emergency situations or in cases when the beneficiary clearly has a significant impairment that the member can be referred directly to the MHP). ii. If it is determined by the ANTHEM LNHP that the member may meet the Specialty Mental Health Services (SMHS) medical necessity criteria, the ANTHEM LMHP refers the member to the MHP for further assessment and treatment. <p>When an ANTHEM member’s condition improves under SMHS and the ANTHEM LMHP and MHP coordinate care, the ANTHEM member may return to the ANTHEM LMHP.</p> <p>4. Primary care mental health treatment includes:</p> <ul style="list-style-type: none"> a. Basic education, assessment, counseling and referral and linkage to other services for all ANTHEM members b. Medication and treatment for <ul style="list-style-type: none"> i. Mental health conditions that would be responsive to physical healthcare-

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CATEGORY	Mental Health PLAN (MHP)	ANTHEM
		based treatment ii. Mental health disorders due to a general medical condition iii. Medication-induced reactions from medications prescribed by physical health care providers.
5. Care Coordination	1. When medical necessity criteria are met and services are approved by the MHP, the MHP and contracted providers will provide hospital based specialty mental health ancillary services, which include, but are not limited to Electroconvulsive therapy (ECT) and magnetic resonance imaging (MRI) that are received by an ANTHEM member admitted to a psychiatric inpatient hospital other than routine services. Per Title 9, CCR, Article 3, Section 1810.350*.	1. ANTHEM must cover and pay for medically necessary laboratory, radiological, and radioisotope services described in Title 22, CCR, Section 51311*. ANTHEM will cover related services for Electroconvulsive Therapy (ECT) such as anesthesiologist services provided on an outpatient basis. Per MMCD Policy Letter No. 00-01 REV. 2. ANTHEM will cover and pay for all medically necessary professional services to meet the physical health care needs of the members who are admitted to the psychiatric ward of a general acute care hospital or to a freestanding licensed psychiatric inpatient hospital or Psychiatric Health Facility (PHF). These services include the initial health history and physical assessment required within 24 hours of admission and any medically necessary physical medicine consultation. Per MMCD Policy Letter No. 00-01 REV. 3. ANTHEM is not required to cover room and board charges or mental health services associated with an ANTHEM member's admission to a hospital or inpatient psychiatric facility for psychiatric inpatient services. Per MMCD Policy Letter No. 00-01 REV.
5.a. Laboratory, Radiological and Radioisotope Services	1. For any member needing laboratory, radiological, or radioisotope services when necessary for the diagnosis, treatment or monitoring of a mental health condition MHP will utilize the list of ANTHEM contract providers.	1. ANTHEM will cover and pay for medically necessary laboratory, radiological and radioisotope services when ordered by the MHP for the diagnosis, treatment or monitoring of a mental health condition (and side effects resulting from medications prescribed to treat the mental health

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ANTHEM BLUE CROSS MH MOU 2014

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
		<p>diagnosis) as described in Title 22, CCR Section 51311* and MMCD Policy Letter No. 00-01 REV.</p> <ol style="list-style-type: none"> 2. ANTHEM will coordinate and assist the MHP in the delivery of laboratory radiological or radioisotope services. 3. A list of ANTHEM contracted providers is available on-line. 4. ANTHEM will provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services.
<p>5.b. Home Health Agency Services</p>	<ol style="list-style-type: none"> 1. MHP shall cover and pay for medication support services, case management, crisis intervention services, or any other specialty mental health services as provided under Section 1810.247*, which are prescribed by a psychiatrist and are provided to an ANTHEM member who is homebound. MHP will collaborate with ANTHEM on any specialty mental health services being provided to an ANTHEM member. 	<ol style="list-style-type: none"> 1. ANTHEM will cover and pay for prior authorized home health agency services as described in Title 22, CCR, Section 51337* prescribed by an ANTHEM provider when medically necessary to meet the needs of homebound ANTHEM members. ANTHEM is not obligated to provide home health agency services that would not otherwise be authorized by the Medi-Cal program. 2. ANTHEM will refer members who may be at risk of institutional placement to the Home and Community Based services (HCBS) Waiver Program if appropriate.
<p>5.c. Pharmaceutical Services and Prescribed Drugs</p>	<ol style="list-style-type: none"> 1. The MHP list of contracted network providers is available on line. 2. MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for ANTHEM members under their treatment 3. MHP will coordinate with ANTHEM representatives to ensure that psychotropic drugs prescribed by MHP providers are included in the ANTHEM formulary and/or available for dispensing by ANTHEM network pharmacies unless otherwise stipulated by state regulation. 4. MHP will inform MHP providers regarding process and procedure for obtaining prescribed medications for ANTHEM members 5. MHP providers will utilize ANTHEM contracted laboratories for laboratory tests needed in connection with 	<ol style="list-style-type: none"> 1. ANTHEM will: <ol style="list-style-type: none"> a. Allow MHP credentialed providers access to pharmacy and laboratory services as specialty providers b. A list of participating pharmacies, laboratories, drug formulary, and authorization of procedures are available on line. c. Consider recommendations from MHP for utilization management standards for mental health pharmacy and laboratory services d. Provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services to the MHP 2. ANTHEM will coordinate with MHP to ensure that covered psychotropic drugs prescribed by MHP providers are available through the authorization

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CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<p>administration and management of psychotropic medications.</p> <p>6. MHP will assist ANTHEM in the utilization review of psychotropic drugs prescribed by out-of-network psychiatrists.</p> <p>7. MHP will share with ANTHEM a list of non-psychiatrist MHP providers contracted to provide mental health services in areas where access to psychiatrists is limited on a quarterly basis.</p>	<p>process or formulary for dispensing by ANTHEM network pharmacies unless otherwise stipulated by state regulation. <i>(See the Medi-Cal provider manual for Drugs Excluded from ANTHEM Coverage http://files.medi-cal.ca.gov/pubsdoco/manuals_menu.asp).</i> ANTHEM will apply utilization review procedures when prescriptions are written by out-of-network psychiatrists for the treatment of psychiatric conditions</p> <ol style="list-style-type: none"> a. Covered psychotropic drugs written by out-of-network psychiatrists will be filled by ANTHEM network pharmacies b. ANTHEM will provide members with the same drug accessibility written by out-of-network psychiatrists as in-network providers c. ANTHEM will not cover and pay for mental health drugs written by out-of-network physicians who are not psychiatrists unless these prescriptions are written by non-psychiatrists contracted by the MHP to provide mental health services in areas where access to psychiatrists is limited. Per MMCD Policy Letter No. 00-01 REV. <p>3. ANTHEM PCPs will monitor the effects and side effects of psychotropic medications prescribed for those members whose psychiatric conditions are under their treatment.</p> <p>4. Reimbursement to pharmacies for new psychotropic drugs classified as antipsychotics and approved by the FDA will be made through the MHP whether these drugs are provided by a pharmacy contracting with ANTHEM or by an MHP pharmacy. Per MMCD Policy Letter No. 00-01 REV.</p>
<p>5.d. Service Authorizations</p>	<p>1. For any member needing prescribed drugs and laboratory services when</p>	<p>1. ANTHEM will authorize medical assessment and/or treatment services</p>

*<http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000>

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<p>necessary for the treatment or monitoring of a mental health condition, MHP will utilize the list of ANTHEM contracted providers found on their website.</p> <p>2. MHP will authorize treatment services by MHP providers who are credentialed and contracted with MHP for services that meet SMHS medical necessity criteria.</p>	<p>by ANTHEM LMHPs who are credentialed and contracted with ANTHEM for covered medically necessary services.</p> <p>2. ANTHEM will inform PCPs that they may refer members to the MHP for specialty mental health services.</p> <p>3. ANTHEM contracted providers can be found on the website.</p>
<p>5.e. Nursing and Residential Facility Services</p>	<p>1. MHP will arrange and coordinate payment for nursing facility services, i.e., augmented Board and Care (ABC), Skilled Nursing Facility (SNF), Institution for Mental Disease (IMD), etc., for members who meet medical necessity criteria and who require a special treatment program [Title 22, California Code of Regulations (CCR), Section 51335(k)*]</p> <p>2. MHP's provide medically necessary specialty mental health services, typically visits by psychiatrists and psychologists.</p>	<p>1. ANTHEM will arrange and pay for nursing facility services for ANTHEM members who meet the medical necessity criteria per Title 22, CCR, Section 51335*.</p> <p>2. ANTHEM will arrange for disenrollment from managed care if the member needs nursing services for a longer period of time.</p> <p>3. ANTHEM will pay for all medically necessary DHCS contractually required Medi-Cal covered services until the disenrollment is effective.</p>
<p>5.f. Developmentally Disabled Services</p>	<p>1. MHP will refer members with developmental disabilities to the Local Regional Center for non-medical services such as respite, out-of-home placement, supportive living, etc., if such services are needed.</p> <p>2. MHP has a current list of names, addresses and telephone numbers of local providers, provider organizations, and agencies that is available to an ANTHEM member when that member has been determined to be ineligible for MHP covered services because the member's diagnosis is not included in CCR, Title 9 1830.205(b)(1)*.</p>	<p>1. ANTHEM and ANTHEM providers will refer members with developmental disabilities to the local Regional Center for non-medical services such as respite, out-of-home placement supportive living, etc., if such services are needed.</p> <p>2. ANTHEM will maintain a current MOU with the Regional Center</p>
<p>6. Exchange of Protected Health Information</p>	<p>1. MHP will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:</p> <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> 	<p>1. ANTHEM will comply with applicable portions of</p> <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> • CMIA (Ca Civil Code 56 through

*<http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000>

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<ul style="list-style-type: none"> • CMIA (Ca Civil Code 56 through 56.37) • Title 9, CCR, Section 1810.370(a)(3)* <ol style="list-style-type: none"> 2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 4. MHP will notify ANTHEM of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) within 24 hours and corrective actions planned or taken to mitigate the harm involving members within 30 days. 	<p>56.37)</p> <p>Title 9, CCR, Section 1810.370(a)(3)*</p> <ol style="list-style-type: none"> 2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity. 3. ANTHEM will encrypt any data transmitted via email containing confidential data of ANTHEM members such as PHI and Personal Confidential Information (PCI) or other confidential data to ANTHEM or anyone else including state agencies. 4. ANTHEM will notify MHP within 24 hours during a work week of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.
<p>7. Reporting and Quality Improvement Requirements</p>	<ol style="list-style-type: none"> 1. MHP in conjunction with ANTHEM will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization. 2. No less than semi-annually, MHP and ANTHEM will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between MHP and ANTHEM. 3. MHP and ANTHEM will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between MHP and ANTHEM, the dispositions/outcomes of those disputes, 	<ol style="list-style-type: none"> 1. ANTHEM in conjunction with MHP will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization. 2. No less than semi-annually, ANTHEM and MHP will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between ANTHEM and the MHP. 3. ANTHEM and the MHP will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between ANTHEM and the MHP, the dispositions/outcomes of those disputes,

*<http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000>

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<p>the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from MHP and ANTHEM, as well as quality strategies to address duplication of services.</p> <p>4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.</p>	<p>the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from ANTHEM and the MHP, as well as quality strategies to address duplication of services.</p> <p>4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.</p>
<p>8. Dispute Resolution</p>	<p>1. MHP Liaison will participate in an annual review, update and/or renegotiations with ANTHEM on this agreement as is mutually agreed.</p> <p>2. When the MHP has a dispute with ANTHEM that cannot be resolved to the satisfaction of the MHP concerning the obligations of the MHP or ANTHEM under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, the MHP may submit a request for resolution to the Department.</p> <p>3. Either the MHP or ANTHEM shall submit a request for resolution to either Departments within 15 calendar days of the completion of the dispute resolution process between the parties. The request for resolution shall contain the following information: (a) A summary of the issue and a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the beneficiary and the expected rate of payment for each type of service. (b) History of attempts to resolve the issue. (c) Justification for the desired remedy. (d) Documentation regarding the issue. (e) Upon receipt of a request for resolution, the department receiving the request will notify the department and the other party within seven calendar days. The notice to the other party shall</p>	<p>1. ANTHEM Liaison will conduct an annual review, update and/or renegotiations of this agreement with the MHP, as is mutually agreed.</p> <p>2. When ANTHEM has a dispute with the MHP that cannot be resolved to the satisfaction of ANTHEM concerning the obligations of the MHP or ANTHEM under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, ANTHEM may submit a request for resolution to the Department.</p> <p>3. Either the MHP or ANTHEM shall submit a request for resolution to either Departments within 15 calendar days of the completion of the dispute resolution process between the parties. The request for resolution shall contain the following information: (a) A summary of the issue and a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the beneficiary and the expected rate of payment for each type of service. (b) History of attempts to resolve the issue. (c) Justification for the desired remedy. (d) Documentation regarding the issue. (e) Upon receipt of a request for resolution, the department receiving the request will notify the other department and the other party within seven</p>

*<http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000>

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<p>include a copy of the request and will ask for a statement of the party's position on the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services included by the other party in its request. (f) The other party shall submit the requested documentation within 21 calendar days from notification of the party from whom documentation is being requested by the party that received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating party.</p>	<p>calendar days. The notice to the other party shall include a copy of the request and will ask for a statement of the party's position on the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services included by the other party in its request. (f) The other party shall submit the requested documentation within 21 calendar days from notification of the party from whom documentation is being requested by the party that received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating party.</p>
<p>8.a. Departments' Responsibility for Review of Disputes</p>	<ol style="list-style-type: none"> 1. The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees. 2. The recommendation shall be based on a review of the submitted documentation in relation to the statutory, regulatory and contractual obligations of the MHP and ANTHEM. 3. The individuals reviewing the dispute may, at their discretion, allow representatives of both the MHP and ANTHEM an opportunity to present oral argument. 	<ol style="list-style-type: none"> 1. The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees. 2. The recommendation shall be based on a review of the submitted documentation in relation to the statutory, regulatory and contractual obligations of the MHP and ANTHEM. 3. The individuals reviewing the dispute may, at their discretion, allow representatives of both the MHP and ANTHEM an opportunity to present oral argument.
<p>8.b. Provision of Medically Necessary Services Pending Resolution of Dispute</p>	<ol style="list-style-type: none"> 1. A dispute between an MHP and ANTHEM shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply: <ol style="list-style-type: none"> (a) The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or (b) When the dispute concerns the 	<ol style="list-style-type: none"> 1. A dispute between an MHP and ANTHEM shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply: <ol style="list-style-type: none"> (a) The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or

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CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<p>MHP's contention that ANTHEM is required to deliver physical health care based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, the MHP shall be responsible for providing or arranging and paying for those services to the beneficiary until the dispute is resolved.</p>	<p>(b) When the dispute concerns ANTHEM's contention that the MHP is required to deliver specialty mental health services to a beneficiary either because the beneficiary's condition would not be responsive to physical health care based treatment or because the MHP has incorrectly determined the beneficiary's diagnosis to be a diagnosis not covered by the MHP, ANTHEM shall manage the care of the beneficiary under the terms of its contract with the State until the dispute is resolved. The MHP shall identify and provide ANTHEM with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to the ANTHEM provider responsible for the beneficiary's care.</p>
<p>9. Emergency and After-Hours</p>	<ol style="list-style-type: none"> 1. MHP will have a toll free 24 hours a day, seven days a week line available to assist members and providers after hours as well as to coordinate urgent and emergent services with Emergency Room personnel during a crisis. 2. MHP shall cover and pay for the professional services of a mental health specialist provided in an emergency room to an ANTHEM member whose condition meets MHP medical necessity criteria or when mental health specialist services are required to assess whether MHP medical necessity is met. Per MMCD Policy Letter No. 00-01 REV. 3. The MHP is responsible for the facility charges resulting from the emergency services and care of an ANTHEM member whose condition meets MHP medical necessity criteria when such services and care do result in the admission for the member for 	<ol style="list-style-type: none"> 1. All ANTHEM members have access to quality, comprehensive behavioral health care first response services twenty-four (24) hours a day, seven (7) days a week by Anthem providers. ANTHEM's network LMHPs have agreed to provide availability for emergency services twenty four (24) hours a day, seven (7) days a week and to arrange for coverage by another provider, in the event of provider's illness, vacation or other absence from his or her practice. <p>As part of the coverage, LMHPs will coordinate urgent and emergent services with the County Mental Health Program or emergency room personnel during a crisis.</p> <p>In general, the LMHP must be available to Anthem members twenty-four (24) hours a day, seven (7) days a week by telephone or have an arrangement with</p>

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ANTHEM BLUE CROSS MH MOU 2014

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<p>psychiatric inpatient hospital services at the same facility. The facility charge is not paid separately, but is included in the per diem rate for the inpatient stay. Per MMCD Policy Letter No. 00-01 REV.</p> <p>4. The MHP is responsible for facility charges directly related to the professional services of a mental health specialist provided in the emergency room when these services do not result in an admission of the member for psychiatric inpatient hospital services at that facility or any other facility. Per MMCD Policy Letter No 00-01 REV.</p>	<p>an on-call provider to cover when s/he is not available.</p> <p>2. ANTHEM shall cover and pay for all professional services, except the professional services of a mental health specialist when required for the emergency services and care of a member whose condition meets MHP medical necessity criteria.</p> <p>3. ANTHEM shall cover and pay for the facility charges resulting from the emergency services and care of an ANTHEM member whose condition meets MHP medical necessity criteria when such services and care do not result in the admission of the member for psychiatric inpatient hospital services or when such services result in an admission of the member for psychiatric inpatient hospital services at a different facility.</p> <p>4. ANTHEM shall cover and pay for the facility charges and the medical professional services required for the emergency services and care of a ANTHEM member with an excluded diagnosis or an ANTHEM member whose condition does not meet MHP medical necessity criteria and such services and care do not result in the admission of the member for psychiatric inpatient hospital services.</p> <p>5. Payment for the professional services of a mental health specialist required for the emergency services and care of an ANTHEM member with an excluded diagnosis is the responsibility of ANTHEM.</p>
<p>10. Member and Provider Education</p>	<p>MHP and ANTHEM, will coordinate and determine the training requirements for member and provider access to MHP and ANTHEM covered mental health services.</p>	<p>ANTHEM and the MHP, if necessary, will coordinate and determine the training requirements for member and provider access to MHP and ANTHEM covered mental health services.</p>
<p>11. Grievances and Appeals</p>	<p>1. MHP will share with ANTHEM the established process for members and providers to register grievances/complaints regarding any</p>	<p>1. ANTHEM has in place a written process for the submittal, processing and resolution of all member and provider grievances and complaints which is</p>

*<http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000>

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<p>aspect of the mental health care services.</p> <ol style="list-style-type: none"> 2. MHP will ensure that the ANTHEM members and providers are given an opportunity for reconsideration and appeal for denied, modified or delayed services. 3. MHP will ensure that the ANTHEM members receive specialty mental health services and prescription drugs while the dispute is being resolved. 	<p>inclusive of any aspect of the health care services or provision of services.</p> <ol style="list-style-type: none"> 2. ANTHEM liaison will coordinate and share the established complaint and grievance process for its ANTHEM MHP members with the MHP. 3. ANTHEM will ensure that members and providers are given an opportunity for reconsideration and an appeal for denied, modified or delayed services 4. ANTHEM will ensure that medically necessary services continue to be provided to members while the dispute is being resolved.
<ol style="list-style-type: none"> 12. Emergency and Non-Emergency Medical Transportation 	<ol style="list-style-type: none"> 1. Medical transportation services as described in Title 22, Section 51323 are not the responsibility of the MHP except when the purpose of the medical transportation service is to transport a beneficiary from a psychiatric inpatient hospital to another psychiatric inpatient hospital or another type of 24 hour care facility because the services in the facility to which the beneficiary is being transported will result in lower costs to the MHP. 	<ol style="list-style-type: none"> 1. ANTHEM will arrange and pay for transportation of members needing medical transportation from: <ol style="list-style-type: none"> a. The emergency room for medical evaluation. b. A psychiatric inpatient hospital to a medical inpatient hospital required to address the member's change in medical condition c. A medical inpatient hospital to a psychiatric inpatient hospital required to address the member's change in psychiatric condition 2. ANTHEM will cover and pay for all medically necessary emergency transportation (per CCR Title 22, 51323*). Ambulance services are covered when the member's medical condition contraindicates the use of other forms of medical transportation. 3. Emergency medical transportation is covered, without prior authorization, to the nearest facility capable of meeting the medical needs of the patient as per CCR Title 22, 51323*. 4. Ambulance, litter van and wheelchair van medical transportation services are covered when the beneficiary's medical and physical condition is such that transport by ordinary means of public or private conveyance is medically

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CATEGORY	Mental Health PLAN (MHP)	ANTHEM
		<p>contraindicated, and transportation is required for the purpose of obtaining needed medical care. Ambulance services are covered when the patient's medical condition contraindicates the use of other forms of medical transportation</p> <p>5. ANTHEM will cover all nonemergency medical transportation, necessary to obtain program covered services</p> <ul style="list-style-type: none"> a. When the service needed is of such an urgent nature that written authorization could not have been reasonably submitted beforehand, the medical transportation provider may request prior authorization by telephone. Such telephone authorization shall be valid only if confirmed by a written request for authorization. b. Transportation shall be authorized only to the nearest facility capable of meeting the patient's medical needs. <p>6. ANTHEM will cover and pay for medically necessary non-emergency medical transportation services when prescribed for an ANTHEM member by the MHP when authorization is obtained.</p> <p>7. ANTHEM will maintain a policy of non-discrimination regarding members with mental disorders who require access to any other transportation services provided by ANTHEM.</p>
<p>13. Consultation</p>	<ol style="list-style-type: none"> 1. MHP encourages the use of the consultation by MHP providers with ANTHEM PCP providers around specialty mental health issues including consultation around medication issues, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164. 2. For those ANTHEM members who are excluded from MHP services, MHP will provide clinical consultation and training 	<ol style="list-style-type: none"> 1. PCP providers will be available to consult with MHP and MHP providers about ANTHEM members that they both treat, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164. 2. For those ANTHEM members who meet MHP medical necessity criteria and whose psychiatric symptoms will be treated by an MHP provider, ANTHEM

*<http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000>

CATEGORY	Mental Health PLAN (MHP)	ANTHEM
	<p>to the ANTHEM PCPs, other Licensed Mental Health Professionals and/or ANTHEM staff on the following topics</p> <ul style="list-style-type: none"> a. Recommended physical healthcare-based treatment for diagnosed conditions b. Complex diagnostic assessment of mental disorders (e.g., multiple co-occurring diagnosis, atypical symptom patterns) c. Treatment of stabilized but serious and debilitating mental disorders d. Complex psychotropic medications practices (medication interactions, polypharmacy, use of novel psychotropic medication) e. Treatment of complicated sub-syndrome psychiatric symptoms f. Treatment of psychiatric symptoms precipitated by medications used to treat medical conditions g. Treatment of outpatient mental health services that are within the ANTHEM PCP's scope of practice. 	<p>and/or PCP will provide consultation to MHP providers and/or MHP staff on the following topics:</p> <ul style="list-style-type: none"> a. Acquiring access to covered ANTHEM medical services b. Treatment of physical symptoms precipitated by medications used to treat mental disorders c. Treatment of complicated sub-syndrome medical symptoms d. Complex medication interactions with medications prescribed by PCP not commonly used in psychiatric specialty practice.

Anthem Blue Cross of California Partnership Plan

Date

County Mental Health

Date



MONO COUNTY PROBATION SERVICES

MAILING : P O .Box 596, BRIDGEPORT, CALIFORNIA 93517

BRIDGEPORT OFFICE (760) 932-5570 • FAX (760) 932-5571

MAMMOTH OFFICE (760) 924-1730 • FAX (760) 924-1731

probation@mono.ca.gov

Stan Eller
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

To: Honorable Mono County Board of Supervisors

From: K.S. Humiston, COP

Subject: **Request for approval to recruit for a deputy probation officer I/II position replacing Christine Cauble**

Date: July 2, 2014

Recommendation

Authorize the Chief of Probation to begin the recruitment effort for a Deputy Probation Officer I/II position to replace Christine Cauble.

Discussion

As of August 8, 2014, the Deputy Probation Officer I/II position within Probation Services will be vacated by the incumbent. This position is a statutorily (PC 1203.5) approved position and critical in ensuring supervision of moderate to high risk offenders, providing reports to the Superior Court, facilitating programs and mandatory reporting (description not inclusive all duties). This position supervises adult offenders throughout all of Mono County. This position has peace officer status and shall serve as such probation officers in all courts having original jurisdiction of criminal actions in this state (PC 1203.71) and must complete core academy, PC 832 (weapons and use of force), risk assessment, SARATSO and other mandatory training.

The mandatory educational requirement of a Deputy Probation Officer I/II is at least a Bachelor's degree in criminal justice, social services or behavioral health. This knowledge is unique in that the officer must be able to understand and apply California Codes (Penal, Education, Family, Evidence Fish and Game, Government, Health and

Safety, Vehicle and Welfare and Institutions Codes). Not filling this position is not an option for the department or community as service to the Superior Court, safety of the community and requirements of the criminal justice partners would erode as a result. The current organization structure is a response to California's AB109 and AB117. It is anticipated that those offenders completing time in county jail will soon be released thereby creating more service needs from probation officers. With the lack of a transition house in our county, the burden increases on the level of supervision provided in the communities. It should be noted that the number of probationers (non-AB109) is steadily rising as well. The national recommended ratio of probation officers to probationers for medium to high risk is 1:15. Mono County probation officers currently supervise a ratio of 1:38.

The Probation Officer I/II position is included as part of the 2014-2015 Probation Services staff allocation list and the projected budget reflects the costs allocated and associated with this position. This position is entirely funded under the Community Corrections Partnership through monies received from the state for AB109.

Fiscal Impact

Approximately \$90,773 consisting of \$41,856 in salary and \$48,917.40 in benefits. The amount is accounted for in the Adult Probation FY 2014-2015 budget.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Antelope Valley Lions Club

**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 from Antelope valley Lions Club.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Linda Romero

PHONE/EMAIL: 760-932-5534 / lromero@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:

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[Antelope Valley Lions Club](#)

History

Time	Who	Approval
7/8/2014 3:11 PM	County Administrative Office	Yes
7/9/2014 11:38 AM	County Counsel	Yes
7/9/2014 8:49 AM	Finance	Yes



ANTELOPE VALLEY
LIONS CLUB
P.O. BOX 105
TOPAZ, CALIFORNIA 96133

July 1, 2014

Mono County Board of Supervisors
P.O. Box 715
Bridgeport, CA 93517

RE: Antelope Valley Community Center

Gentlemen:

The Antelope Valley Lions Club wishes to thank you for your great support of the expansion of our Walker Community Building.

We also would like to thank all Public Works officials who were instrumental in making our dream come true. A special thanks goes to Mr. Claude Fiddler and his crew. Their enthusiasm, professionalism and hard work was greatly appreciated. They were a pleasure for our Lions volunteers to work with.

Again, thanks to all who participated in our project. It was a job well done.

Sincerely,

A handwritten signature in black ink that reads "Mike Katusich". The signature is written in a cursive, flowing style.

Mike Katusich
President

cc/ Mono Dept. of Public Works



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

Departments: Board of Supervisors; Public Works, County Counsel

TIME REQUIRED 45 minutes (15 minute presentation;
30 minutes discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Tony Dublino, Marshall Rudolph

SUBJECT Conway Ranch Conservation
Easement

AGENDA DESCRIPTION:

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

Proposed Conservation Easement (and associated management plan) on Conway Ranch and Mattly Ranch.

RECOMMENDED ACTION:

Consider semifinal draft of Conway Ranch Conservation Easement (and management plan) and authorize distribution of a final draft to granting agencies for review and approval. (The recommended action today is not the final approval and execution of the Easement (or management plan)—this action would occur at a later Board meeting following the review and approval of Caltrans, State Parks, NFWF and the ESLT—but instead will signify the Board's approval of the essential elements of the Easement, the approach to various issues, and will allow staff to confidently distribute the document to the granting agencies for their final review and approval.

FISCAL IMPACT:

113,000 (already budgeted) if and when a final Easement is recorded.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: (760) 932-5453 / tdublino@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:

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[CE staff report](#)

- [CE semifinal part 1](#)
- [CE semifinal part 2](#)
- [Conway Management Plan](#)

History

Time	Who	Approval
7/10/2014 1:20 PM	County Administrative Office	Yes
7/10/2014 12:01 PM	County Counsel	Yes
7/10/2014 12:16 PM	Finance	Yes

Date: July 15, 2014
To: Honorable Board of Supervisors
From: Tony Dublino, Environmental Services Manager
Subject: Conway Ranch Conservation Easement

Recommended Action: Consider semifinal draft of Conway Ranch Conservation Easement (and management plan) and authorize distribution of a final draft to granting agencies for review and approval.

Fiscal Impact: \$113,000 (already budgeted) if and when a final Easement is recorded.

Discussion:

As the Board is aware, the Conservation Easement for Conway Ranch has been a work in progress for the last year.

A Draft of the Easement was widely circulated on April 30, 2014. Since that time, County staff and staff from the Eastern Sierra Land Trust have been working closely on developing a revised, semifinal draft that incorporates numerous comments received from the local RPAC, granting agencies, state and federal agencies, non-profit organizations, as well as the general public including both County and non-County residents.

The Board's June 27, 2014 Special Meeting at Lee Vining Community Center provided another opportunity for interested parties and stakeholders to comment on issues related to the Draft Easement, this time in a public forum and directly before the Board of Supervisors.

In response to comments received, semifinal drafts of the easement and associated management plan have been prepared and are being put before the Board for its consideration. For Board convenience, a red-lined version is enclosed so that the Board may easily see changes that have been made to the previous draft (which the Board has already received). The recommended action today is not the final approval and execution of the Easement (or management plan)—this action would occur at a later Board meeting following the review and approval of Caltrans, State Parks, NFWF and the ESLT—but instead will signify the Board's approval of the essential elements of the Easement, the approach to various issues, and will allow staff to confidently distribute the document to the granting agencies for their final review and approval.

Once approved by the necessary parties, the truly final Easement (and management plan) will return to the Board of Supervisors for final approval and execution.

If you have any questions regarding this item, please contact me at 932-5453.

Respectfully submitted,



Tony Dublino
Environmental Services Manager

Recording requested by and when
recorded return to:

Eastern Sierra Land Trust
P.O. Box 755
Bishop, CA 93515

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Documentary Transfer Tax: \$0.00
(not applicable)

GRANT DEED OF CONSERVATION EASEMENT

Conway and Mattly Ranches

THIS GRANT DEED OF CONSERVATION EASEMENT ("Conservation Easement" or "Easement") is made this _____ day of _____, 2014, by COUNTY OF MONO, a political subdivision of the State of California ("Grantor"), in favor of EASTERN SIERRA LAND TRUST, a California nonprofit public benefit corporation ("Grantee"). Grantor and Grantee are collectively referred to herein as the "Parties" and individually as a "Party." As providers of funds for the protection of the real property described in this Easement, California Department of Transportation, California Department of Parks and Recreation, and National Fish and Wildlife Foundation have certain rights hereunder as set forth herein.

RECITALS

A. Grantor is the owner in fee simple of certain real property located in Mono County, California, consisting of approximately ~~811770~~ acres, as more particularly described in **Exhibit A** attached hereto and incorporated by this reference ("Property"). The Property is comprised of twelve (12) parcels of land and is also identified as (i) Assessor Parcel Numbers 19-100-020, 19-100-019, 19-110-016, 11-200-009, 11-200-010, 11-280-021, 19-100-008, and (ii) Conway Ranch Subdivision parcels consisting of Assessor Parcel Numbers 19-200, parcels 1 through 6, 9 through 13, 16 through 50 (46 Assessor Parcels, 13 acres) and 19-210, parcels 5 through 59 (55 Assessor Parcels, 16 acres), all as shown on the sketch map of the Property attached hereto as **Exhibit B-1** ("Property Sketch Map"). Certain existing improvements, including, but not limited to ~~storage sheds, kiosk,~~ aquaculture ponds, ditches, and raceways (collectively, "Aquaculture Improvements") are located within one area of the Property, consisting of approximately 75 acres, shown on the sketch map attached hereto as **Exhibit B-2** ("Aquaculture Area Sketch Map") and legally described in **Exhibit C** attached hereto ("Aquaculture Area"). The Aquaculture Improvements and other improvements on the Property,

Comment [KF1]: Still finalizing this

such as roads, fences, irrigation ditches, corrals, and historic buildings located in various places on the Property, are more specifically described in that certain "Baseline Documentation Report" referred to in Recital K below. Improvements described in the Baseline Documentation Report shall be deemed to comply with this Easement.

B. Grantor is the owner of ~~water and certain~~ water rights ("**Water Rights**") ~~in use or available for use on the Property or otherwise appurtenant to the Property~~, which include, but are not limited to surface and subsurface waters ~~and water rights~~, springs ~~and spring rights~~, wells and groundwater ~~rights~~, ~~riparian~~, ~~prescriptive~~, ~~contractual~~ appropriative and adjudicated and other rights in and to the use of water ~~historically used or otherwise appurtenant to the Property (collectively, "Water" and "Water Rights")~~. The adjudicated water rights are described in **Exhibit D** attached hereto ("Mill Creek Adjudicated Water Rights" and "Virginia Creek Adjudicated Water Rights" jointly, the "Adjudicated Water Rights"). The ~~Water and Water Rights and~~ water use on the Property ~~is~~are more specifically described in the Baseline Documentation Report referred to ~~Recital K below~~.

C. The Property possesses natural, scenic, open space, habitat, and historic values described more particularly below (collectively, "Conservation Values") of great importance to Grantor, the people of the surrounding Mono Basin, the people of Mono County, the people of the State of California, and the people of the United States of America. The Conservation Values are more specifically identified and described in the Baseline Documentation Report, and include, without limitation, all of the following:

1. Plant, Wildlife Species and Habitat, such as wildlife migration corridor (mule deer, mountain lions) resident wildlife, songbirds and waterfowl, plant and butterfly species: The Property contains plant communities and plant species that are associated with wetlands, freshwater springs, meadows, riparian areas, and sage-brush scrub. The Property contains significant relatively natural habitat for mule deer, mountain lion, red-tailed hawk, northern harrier, great blue heron, and various other species of raptors, songbirds, and waterfowl. As noted in the multi-agency Bi-State Action Plan (2012), the Property contains habitat of the Bi-State sage-grouse, which is currently proposed to be listed as threatened by the United States Fish and Wildlife Service. The Property serves as a critical component of the migration corridor for the Mono Lake mule deer herd. The natural habitat on the Property includes Great Basin mixed scrub, an important food and cover source for mule deer. The Conway Ranch and immediate area form a natural conduit of habitat types for mule deer and mountain lions to follow in migration. Conway Ranch is used on occasion by pronghorn antelope during the spring and summer when they seek other foraging areas away from the nearby Bodie Hills. The Property holds wet meadows that contain the larval host plant, the Northern bog violet, ~~of the Apache silverspot butterfly~~, an uncommon species of butterfly.

2. Water Resources and Wetlands, Meadows, Riparian Habitats, and Perennial Freshwater Springs: The Property's surface and groundwater resources are essential to the maintenance of its unique combination of habitats. The Property consists primarily of meadows, wetlands, perennial springs, the riparian corridor of Wilson Creek, and surrounding uplands holding sagebrush scrub. Specific locations of these habitats are described in the Baseline Documentation Report. Water resources, plant communities, land use history, and location of

wetlands are generally documented in a report produced by Mono County, the Mono Basin Watershed Assessment (March 2007).

3. Open Space and Scenic Resources: The Property has significant scenic value due to its proximity to Mono Lake and the Mono Basin National Forest Scenic Area. It is adjacent to state designated California Scenic Highway 395 and is highly visible from the scenic overlook on Conway Summit to the north.

4. Historic Resources: homestead, ranch buildings, corrals, and Native American cultural resources: The Property contains prehistoric and historic period resources, with sites dating from the ranching present to some 10,000 years ago, as described in the Conway Ranch Cultural Resources Study, by Foothill Resources, Ltd., January 2002. Found on the Property are ethnographic Paiute use areas and ranch residences and facilities, including the oldest pioneer ranch house in the Mono Basin (portions of the historic Conway family homestead).

5. Public Access: The Property's natural and historic resources provide educational and recreational opportunities to the public. The continued use of the Property by the public for educational and recreational purposes as limited hereby and in a manner that protects the Conservation Values is consistent with the goals of this Conservation Easement.

6. Connectivity to other Public and Protected Open Space Lands: The Property is, adjacent to federally-owned land that is managed by the Bureau of Land Management ("BLM") and State-owned land that is managed by the California Department of Fish and Wildlife for habitat and historic resources purposes. The Property is located approximately one quarter mile from the Mono Basin National Forest Scenic Area and approximately two miles from Mono Lake and the Mono Lake Tufa State Reserve. Additionally, the Property is adjacent to State-designated California Scenic Highway 395 U.S. Highway 395, which has been designated as a California Scenic Highway, and approximately one mile away from the BLM "Conway Summit Area of Critical Concern," which is protected for waterfowl and migratory bird purposes.

D. A portion of the Property (Exhibit B-2, Aquaculture Area) is the location of a commercial fish-rearing operation that contributes to the region's recreational opportunities and economy. The continued use of the Property for sustainable commercial aquaculture as limited hereby and in a manner that protects the Conservation Values is consistent with the goals of this Conservation Easement.

E. The Property has been managed and irrigated to support livestocksheep grazing since the mid-1800s. The continued use of the Property for sustainably managed livestocksheep grazing as limited hereby and in a manner that protects the Conservation Values is consistent with the goals of this Conservation Easement.

F. Grantee is a nonprofit entity formed under the laws of the State of California authorized to hold conservation easements under California Civil Code Section 815.3(a), and is an organization described in Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986 as amended (the "Code"), and is an entity which meets the requirements of Section 509(a)(2) of the Code. The primary mission of Grantee is the preservation, protection, or enhancement of land in its natural, scenic, agricultural, forested and/or open space condition.

G. Acquisition of the Property by Grantor took place in phases in 1998 and 2000, using grants and funds from the following entities:

1. California Department of Transportation ("Caltrans") utilizing California Environmental Enhancement and Mitigation Program ("EEMP") funding: Cycle 7 (1997/98), Applicant-State Agreement No. 09-097-32, dated June 30, 1998, \$200,000.00; Cycle 8 (1998/99), Applicant-State Agreement No. 09-098-28, dated June 8, 1999, \$250,000.00; and Cycle 9 (1999/2000), Applicant-State Agreement No. 09-99-32, dated September 29, 1999, \$500,000.00;
2. Caltrans utilizing California Transportation Enhancement Activities ("TEA") funding: 2000 State Highway Operation and Protection Program (SHOPP), Round 1, Contribution Agreement, District Agreement 9-253, dated Feb. 28, 2000, \$400,000.00;
3. California Department of Parks and Recreation ("State Parks") utilizing Habitat Conservation Fund, Deer and Mountain Lion Habitat Program ("HCF") funding: (1997/98) Project Agreement, Project No. HD-26-001, \$492,500.00; and (1998/99) Project Agreement, Project No. HD-26-002, dated October 6, 1998, \$100,000.00; and
4. National Fish and Wildlife Foundation ("NFWF") utilizing U.S. Fish and Wildlife Service ("NFWS") funding: Grant Agreement, Project No. 98-066, Grant Period: 01/01/1998 to 01/01/1999, \$100,000.00.

Caltrans, State Parks, and NFWF may collectively be referred to herein as the "Funders." The grant agreements referenced above may collectively be referred to herein as the "Grant Agreements." The Grant Agreements are incorporated herein by this reference, for the purpose of acknowledging in this Easement Grantor's pre-existing and independent obligations to the Funders under the Grant Agreements. Grantor acknowledges that funds to acquire the Property have been provided pursuant to the terms of the Grant Agreements between Grantor and each of the Funders. Grantor acknowledges that the Grant Agreements impose certain requirements on the use and ownership of the Property and provide certain rights to the respective Funders in the event of noncompliance. Notwithstanding the foregoing, the Grant Agreements and their respective restrictions apply only to those portions of the Property acquired with the funds provided by each of said Grant Agreements. Nothing in this Easement gives Grantee the right or obligation to enforce the Grant Agreements. In the event of any conflict between this Easement and the Grant Agreements, the Grant Agreements shall control, provided that, if the Easement contains terms and conditions respecting the use of the Property that are consistent with, but more restrictive than, the conditions and terms in the Grant Agreements, the more restrictive terms and conditions of this Easement shall control as between the Parties hereto. Conway Ranch, the acquisition phases and the funding sources used to acquire them are shown on Exhibit EF attached hereto and incorporated herein by this reference ("Map of Conway Ranch Phases and Funding Sources"). The Grant Agreements require that the Funders approve this Easement. The respective Funders have approved this Easement as evidenced by authorized signatures on their behalf on Exhibit FG attached hereto and incorporated herein by this reference.

H. In conjunction with the Grant Agreements, and as a condition thereof, Caltrans and TEA grant restrictions encumbering the Property were recorded in the Mono County Recorder's Office as follows:

1. EEMP, Cycle 7 (1997/98), Agreement Declaring Restrictive Covenants (ADRC) recorded Vol 0832 Page 022 Dec. 31, 1998;
2. EEMP, Cycle 8 (1998/99), Agreement Declaring Restrictive Covenants (ADRC) recorded Vol 897 Page 137 March 30, 2000;
3. EEMP, Cycle 9 (1999/2000), Agreement Declaring Restrictive Covenants (ADRC) recorded Vol. 897 Page 124 March 30, 2000; and
4. Caltrans - TEA, Agreement Declaring Restrictive Covenants (ADRC), recorded Vol. 897 Page 114 on March 30, 2000.

The ADRCs listed above have been amended pursuant to those certain Amendments to Agreement Declaring Restrictive Covenants, recorded herewith.

I. Grantor and Grantee intend that the Conservation Values of the Property be preserved and maintained in perpetuity by imposing certain restrictions on land use and by allowing for land uses and practices permitted herein, including but not limited to aquaculture, sheeplivestock use, and grazing activities, that do not diminish or impair the Conservation Values and that can, in certain ways, support and enhance the Conservation Values.

J. The conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation policies:

Section 815 of the California Civil Code in which the California Legislature declares that the preservation of land in its natural, scenic, agricultural, historical, forested, or open-space condition is among the most important environmental assets of California, and further declaring it to be the public policy and in the public interest of the state to encourage the voluntary conveyance of conservation easements to qualified nonprofit organizations.

California Constitution Article XIII, section 8, California Revenue and Taxation Code, sections 421.5 and 422.5, and California Civil Code section 815.1, under which this Easement is an enforceable restriction, requiring that the Property's tax valuation be consistent with restriction of its uses for purposes of recreation, enjoyment of scenic beauty, use of conservation of natural resources, or production of food or fiber.

Section 51220 of the California Government Code, which declares a public interest in the preservation of agricultural lands.

The California General Plan law, section 65300 et seq., and section 65400 et seq. of the California Government Code, and the Mono County General Plan (2010), which includes as one of its goals of the Conservation/Open Space Element to maintain an abundance of wildlife types in Mono County, with particular emphasis on threatened species, including support for purchased easements in important habitat areas.

The Mono County General Plan has documented in its Land Use Element (February 2009) the county's future goals for the Mono Basin. Goal One: Provide for the orderly growth of Mono Basin communities in a manner that retains the small town character, coincides with infrastructure expansion, facilitates economic and community development, and protects the area's scenic, recreational, and natural resources. The primary objective is to "Direct future development to occur in and adjacent to Lee Vining."

California Streets and Highways Code Section 164.56, establishing the Environmental Enhancement and Mitigation Program Fund, to undertake projects that contribute to mitigation of the environmental effects of transportation facilities, including acquisition or enhancement of resource lands to mitigate the loss of, or the detriment to, resource lands lying within the right-of-way acquired for transportation improvements;

Section 133(d) (2) of 23 United States Code Annotated Transportation Enhancement (TE) Program Transportation Equity Act for the 21st Century U.S. Code, Title 23 Sections 104b(3) and 133d(2) authorized the funding of California Transportation Enhancement Activities (TEA), 2000 State Highway Operation and Protection Program (SHOPP), to fund transportation enhancement activities related by function, proximity or impact to surface transportation systems, including acquisition of scenic easements and scenic or historic sites, scenic or historic highway programs (including the provision of tourist and welcome center facilities) and historic preservation;

California Wildlife Protection Act of 1990 (Prop 117), California Fish and Game Code, Div. 3, Ch. 9, declaring that protection, enhancement, and restoration of wildlife habitat and fisheries are vital to maintaining the quality of life in California and establishing the Habitat Conservation Fund, including the Deer and Mountain Lion Habitat Program, in order to preserve, maintain, and enhance California's diverse wildlife heritage and the habitats upon which it depends, including deer, mountain lion, and other wildlife habitat within the Sierra Nevada; and

National Fish and Wildlife Foundation Establishment Act, Public Law 98-244, approved March 26, 1984, 98 Stat. 107, as amended through Public Law 107-136, Jan. 24, 2002, established the National Fish and Wildlife Foundation as a charitable nonprofit corporation for the purposes of , among other things undertaking and conducting such other activities as will further the conservation and management of the fish, wildlife, and plant resources of the United States, and its territories and possessions, for present and future generations of Americans.

K. The specific Conservation Values of the Property, its current use and state of

improvement are documented and described in a baseline documentation report (“Baseline Documentation Report” or “Baseline”), which the Parties hereto have prepared, dated [REDACTED], 2014, so as to be able to provide accurate photographs and documentation of the vegetation patterns and topography of the Property. The parties agree that the Baseline Documentation Report, which consists of reports, maps, photographs, ~~video~~, and other documentation, will provide an accurate and complete representation of the Property and its Conservation Values at the time of this grant and is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement. Grantor and Grantee acknowledge, as set forth in **Exhibit GH**, attached hereto and incorporated herein, that each has received a copy of the Baseline Documentation Report. Grantor and Grantee shall retain duplicate originals of the Baseline Documentation Report.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of California and in particular California Civil Code sections 815 et seq., Grantor hereby voluntarily grants and conveys to Grantee this Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. Conservation Purpose. The purpose of this Easement is to preserve and protect in perpetuity the Conservation Values for the benefit of the public generally, and to prevent any uses of the Property that will impair or interfere with the Conservation Values (“Conservation Purpose” or “Purpose”). Grantor and Grantee agree that this Conservation Easement will restrict the use of the Property to activities that are consistent with the Conservation Purpose of this Easement and will prohibit and prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. More particularly, the Conservation Purpose of this Easement is to:

- (a) Ensure that the Property will be retained forever in its relatively natural, scenic, and open-space condition, and that the Conservation Values will be protected;
- (b) Protect plant, wildlife species and habitat, such as wildlife migration corridor (mule deer, mountain lions) resident wildlife, songbirds and waterfowl, plant and butterfly species;
- (c) Protect surface and groundwater resources and the wetlands, meadows, riparian habitats, and perennial freshwater springs that they support;
- (d) Protect open space and scenic resources;
- (e) Protect historic resources, including homestead, ranch buildings, corrals, and Native American cultural resources;
- (f) Allow for public access for passive recreation and educational purposes; and
- (g) Protect connectivity to other public and protected open space properties.

Under this Easement, “impairment” (or any derivation thereof, as applicable) of Conservation Values means a material adverse impact to the Conservation Values. The consideration of actual and potential impacts of a particular activity or use on Conservation Values shall take into account the impacts of the activity or use in question as well as the cumulative impacts of other uses and activities on the Property. In every evaluation of whether impairment of Conservation Values has occurred or is threatened, both the magnitude and the duration of the actual or potential change(s) shall be considered.

2. Extinguishment of Development Rights; Prohibition on Subdivision.

(a) Except as otherwise reserved to the Grantor in this Easement, all development rights that were previously, are now, or hereafter allocated to, implied, reserved, appurtenant to, or inherent in the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property. This Easement shall not create any development rights.

(b) The division, subdivision, de facto subdivision or partition of the Property, including transfer of development rights, whether by physical, legal, or any other process, is prohibited. The Property is currently comprised of ~~twelve one hundred twenty five~~ (125) parcels of land and is also identified as (i) Assessor Parcel Numbers 19-100-020, 19-100-019, 19-110-016, 11-200-009, 11-200-010, 11-280-021, 19-100-008, and (ii) Conway Ranch Subdivision parcels consisting of Assessor Parcel Numbers 19-200, parcels 1 through 6, 9 through 13, 16 through 50 (46 Assessor Parcels, 13 acres), and 19-210, parcels 5 through 59 (55 Assessor Parcels, 16 acres) described in **Exhibit A**. Grantor will not apply for or otherwise seek recognition of additional legal parcels within the Property based on certificates of compliance or any other authority. Grantor shall treat the Property as a single legal parcel and shall not separately sell, exchange, convert, transfer, assign, mortgage or otherwise encumber, alienate, or convey any parcel associated with the Property or any portion of any parcel of the Property, provided, however, that a license or lease of a portion of the Property for uses allowed by this Easement is permitted, provided that no such license or lease shall impair the Conservation Values and shall be subject to this Easement.

Comment [KF2]: Still finalizing this section

3. Rights of Grantee. To accomplish the Purpose of this Easement, the following rights are conveyed to Grantee:

(a) To carry out the Conservation Purpose of this Easement and to preserve and protect in perpetuity the Conservation Values of the Property;

(b) To enter upon the Property, in accordance with the terms set forth herein, in order to monitor Grantor’s compliance with and otherwise enforce the terms of this Easement;

(c) To prevent any activity on or use of the Property that is not permitted by or consistent with the terms of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use;

(d) To review and determine the suitability of those activities and projects described in Section 8, and to grant, grant with conditions, or deny permission therefor, subject to the standards specified in Section 8; and

(e) To place a sign(s) at access points to the Property, subject to the mutual agreement of Grantor, Grantee, and the Funders regarding text, design and location, to indicate the participation of the Parties and the Funders in the creation of this Conservation Easement.

4. Reserved Rights. Grantor reserves to itself, and its successors in interest, all rights accruing from its fee ownership of the Property which are not transferred and conveyed hereby, or which are not expressly granted to Grantee or prohibited herein and which are not inconsistent with the Conservation Purpose, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly proscribed or limited hereby and are not inconsistent with the terms of this Easement. Grantor reserves the following:

(a) ~~Water and~~ Water Rights: all ~~Water and~~ Water Rights in, on, under, to and benefiting or associated with or appurtenant to the Property, *provided that*, lease, sale, severance, conveyance, diversion or encumbrance of ~~Water or~~ Water Rights separately from the underlying title to the Property, or other action or inaction that abandons, forfeits, diminishes or extinguishes such ~~Water or~~ Water Rights, or use of any ~~Water or~~ Water Rights for any purpose or in any manner other than for permitted uses of the Property consistent with the requirements of this Easement and the "Management Plan" described in Section 13 is prohibited. In connection with leases or licenses for permitted uses, the aforesaid prohibition shall not preclude Grantor from licensing or leasing a right to use *on the Property* any ~~Water or~~ Water Rights for permitted uses of the Property consistent with the requirements of this Easement and the Management Plan, provided however, all of said leases and licenses shall be subject to and subordinate to this Easement and the Management Plan and shall incorporate the terms of this Easement and then-current Management Plan by reference, and shall include provisions that acknowledge the quantity or right to use ~~Water or~~ Water Rights is not guaranteed and may be adjusted during the term of the lease or license, if necessary, based on changes in conditions on or about the Property and based on restrictions described in this Easement and the then-current Management Plan. Grantor shall consult with Grantee regarding the proposed language for the lease or license intended to satisfy this Section 4(a).

(b) Geothermal Resources, Oil, Gas and Mineral Rights: geothermal resources, oil, gas, minerals and mineral rights appurtenant to the Property, *provided that*, severance, conveyance, diversion or encumbrance of such resources or rights appurtenant to the Property, separately from the underlying title to the Property, or other action or inaction that diminishes or extinguishes such resources or rights is prohibited, as is exploration, extraction or use for any purpose or in any manner other than as permitted by this Easement.

5. General Requirements for All Uses.

(a) Compliance with Terms, Conditions and Conservation Purpose of this Easement. All activities on the Property shall be conducted in a manner that is consistent with the Conservation Purpose of this Easement, and in accordance with the specific terms set forth in this Easement.

(b) *Protection of Conservation Values.* All uses and activities on the Property shall be undertaken in a manner reasonably designed to minimize adverse impacts to the Conservation Values, including minimizing soil degradation and erosion and unauthorized diversion or use of, pollution to, or degradation of, any surface or subsurface waters.

(c) *Compliance with Laws and Management Plan.* All activities and uses permitted on the Property pursuant to this Easement shall be subject to, and undertaken in accordance with, all applicable federal, state, and local statutes, ordinances, rules, and regulations (“Applicable Laws”) and the Management Plan.

(d) *CEQA Compliance.* All future projects involving a physical change to the natural environment within the easement boundaries shall be subject to the California Environmental Quality Act (CEQA), regardless of whether the project is proposed by a private party or by Mono County itself. Mono County shall be the lead agency on all related projects, including well development, shall conduct CEQA review following project development and proposal. In no way shall this Conservation Easement, and uses considered herein, be construed as having been analyzed and approved under CEQA.

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6. *Prohibited Uses.* Any activity on or use of the Property which is inconsistent with the Conservation Purpose or terms of this Easement or in violation of Applicable Laws is prohibited (collectively, “Prohibited Uses”). Grantor shall not engage in, or allow others to engage in, any Prohibited Uses. The Parties agree that this Section 6 is not an exhaustive recital of all Prohibited Uses and that there may be other existing or future uses not expressly listed therein that are inconsistent with the Conservation Purpose. Without limiting the generality of the foregoing, and except as expressly provided otherwise herein, the following uses, practices, and improvements are inconsistent with the Conservation Purpose of this Easement and are Prohibited Uses that are expressly prohibited:

(a) *Construction or Reconstruction of Improvements.* The construction or reconstruction of any buildings, other structures, or other improvements, except as may be permitted, or permitted with the prior consent of Grantee, in Sections 7 or 8;

(b) *Billboards and Advertising.* The erection of any billboards or other type of advertising;

(c) *Mining.* The exploration, mining, extraction or removal from the Property of soil, rock, sand, gravel, oil, geothermal resources, natural gas, fuel or any other hydrocarbon or mineral substance using any exploration, mining, extraction or removal method;

(d) *Mobile Homes, Trailers, Heavy Equipment.* The construction or placement of any mobile homes, trailers or heavy equipment, except as may be permitted in the “Building Envelope” within the Aquaculture Area as described in Section 8(a)(i) and Section 7(j);

(e) *Storage and Disposal of Unightly and Offensive Materials.* The dumping, burying, storage or accumulation of any kind of trash, refuse, derelict equipment, vehicles, ashes, garbage, or other unightly, or offensive materials, except for limited and/or temporary uses as provided in Section 7(j);

(f) *Development and Manipulation of Wetlands and Water Resources.* The draining, diversion, filling, dredging, diking, damming or other alteration, development or manipulation of wells, watercourses, springs and wetlands or use, extraction, pumping, or manipulation of any ~~Water~~ Water or Water Rights for any purpose or in any manner other than for permitted uses of the Property, including uses permitted, or permitted with the prior consent of Grantee, in Sections 7 or 8, consistent with the requirements of this Easement and the Management Plan;

(g) *Removal of Native Plants.* The removal of living native plants or trees located on the Property, except during the regular maintenance of existing or permitted irrigation ditches, water supply system, roads, grazing meadows, and except as specified by Section 7 and 8;

(h) *Motorized Vehicles.* The use of motorized vehicles on the Property apart from use on existing (or permitted) roads and except for over-the-snow vehicles consistent with the Management Plan and for uses reasonably related to permitted uses not otherwise prohibited and emergency vehicles responding to an emergency;

(i) *New Roads and Paving of Existing Roads.* The construction or paving with any impervious surfacing materials of any new roads on any part of the Property or the paving of any existing roads on any part of the Property;

(j) *Landscaping.* Landscaping or planting the Property (excluding the Aquaculture Area or Building Envelope, as defined in Section 8(a)(i)), other than for Grantee- approved restoration or enhancement purposes as set forth in Section 8 and in accordance with the Management Plan;

(k) *Commercial Use.* Any commercial use of any portion of the Property, except as may be permitted by Section 7 and 8;

(l) *Residential and Industrial Use.* Any residential use, except as provided in Section ~~7(n)~~ (regarding limited overnight security and oversight of aquaculture and ~~sheep~~-livestock ranching operations) or industrial use of any portion of the Property;

(m) *Commercial Power Generation and Transmission.* Except as may be permitted in Section 8(d) (limited solar power collection, generation and sale for own use), commercial power generation, collection or transmission facilities, including solar or windmills or facilities;

(n) *Hazardous Materials.* The use, storage, disposal, transport and/or release of any "Hazardous Materials" as defined in Section 14(f), except as expressly provided in this Easement in conjunction with permitted uses under Section 7; and

(o) *Commercial Recreational Structures, Airstrips, Helicopter Pads.* Construction or use of resort structures, golf courses, swimming pools, tennis courts, equestrian facilities, playing fields, or any other commercial recreational structure; airstrips, helicopter pads; operation of a stable and the commercial raising, training and boarding of horses; and any activity that requires artificial lighting or prepared grounds or courses.

7. *Permitted Uses.* Without limiting the generality of the foregoing, the uses and practices set forth in sub-sections (a) – (n) below, though not necessarily an exhaustive recital of all uses and practices consistent with the Conservation Purpose, are permitted, subject to the limitations set forth herein:

(a) *Fences, Gates, Roads.* Maintenance, repair, replacement and removal of existing and approved fences, gates, and roads at currently existing levels of improvement, including associated trimming of brush and trees as reasonably necessary for safety and security. Grantor shall design and construct any replacement fencing, including boundary fences, using current best management practices for wildlife friendly fencing that accommodates wildlife movement, in accordance with the Management Plan. Where ownership or right to maintain fences is shared with another party, such as on property boundaries, to the extent that Grantor has control, newly constructed or replaced fences shall be designed using currently accepted standards for wildlife friendly fencing that accommodates wildlife movement;

(b) *Property Signs.* Construction or erection of reasonable, non-illuminated signs, including no trespassing or no hunting signs or signs regarding County regulations on public use of the Property, or other appropriate markers in prominent locations on the Property, including boundary fences, access roads and entries to support and manage permitted uses of the Property;

(c) *LivestockSheep Grazing.* Grazing of livestocksheep on the Property, and use of temporary fencing for livestocksheep on the Property, with proceeds from grazing lease dedicated to the maintenance and operation of the Property, in accordance with current best management practices and the Management Plan;

(d) *Surface Water.* Management and utilization of the Water Rights (surface water) as reasonably necessary, but not exceeding the limits specified in this Easement and the Management Plan, including, but not limited to use of the Water Rights all in accordance with the quantity, diversion and use restrictions set forth in the Water Rights adjudication and the prohibition against impairment of the Conservation Values in connection with: (i) the maintenance, repair, improvement (but excluding any expansion), and replacement of water storage and delivery systems, including ponds and irrigation ditches, and any associated removal of living native plants or trees as permitted under Section 6(g); (ii) maintenance of existing meadows and irrigated areas; (iii) the restoration and enhancement of natural resources permitted under Section 8(f); and (iv) carrying out permitted aquaculture operations and livestocksheep-grazing and supporting permitted public uses, all in accordance with Sections 7 and 8 and the Management Plan;

(e) *Property Leases and Licenses.* Leasing or licensing of the Property, or portions thereof, to third parties for permitted uses, subject to the terms and conditions of this Easement, with “Written Advisement” to Grantee in accordance with Section 9(a);

(f) *Dangerous Trees and Plants.* Removal of diseased, damaged or otherwise dangerous trees and plants on the Property;

(g) *Commercial Activities.* Except as expressly provided otherwise in this Easement, with Written Advisement to Grantee in accordance with Section 9(a), commercial activities on the Property, other than ~~livestock~~sheep grazing and aquaculture, are limited to, non-motorized activities not otherwise specifically prohibited by the terms of this Easement, provided that: (i) these uses require no surface alteration, permanent facilities or other development of land; (ii) the proceeds from said limited commercial use are dedicated to the maintenance and operation of the Property; (iii) said commercial uses comply with the Management Plan; and (iv) said commercial uses do not impair the Conservation Values;

(h) *Film Production.* Commercial or private film production, including the filming of commercials; with Written Advisement to Grantee in accordance with Section 9(a), provided that: (i) any motorized activities occur only on existing roads, (ii) uses require no surface alteration, permanent facilities or other development of land; (iii) the proceeds from said limited commercial use are dedicated to the maintenance and operation of the Property; (iv) said film production complies with the Management Plan; and (v) said film production does not impair the Conservation Values;

(i) *Aquaculture.* Commercial aquaculture and public fishing in the Aquaculture Area and maintenance and repair of existing aquaculture facilities and public fishing, subject to the limitations set forth in this Easement and the Management Plan, with any monetary proceeds the ~~County~~ Grantor may receive from commercial aquaculture dedicated to the maintenance and operation of the Property;

(j) *Storage.* Vehicles, equipment, building materials, machinery and supplies required for permitted uses; compost piles; and wood piles may be stored within the Building Envelope or Aquaculture Area (aquaculture uses), or within reasonably close proximity to the existing or permitted structures located elsewhere on the Property (~~livestock~~sheep grazing uses), provided that vehicles, equipment, building materials, machinery, and supplies used and stored around the Property for ~~livestock~~sheep grazing purposes shall be removed after ~~sheep~~livestock grazing season. Vegetation and other biodegradable non-manmade materials generated from the Property shall not be considered as waste material, refuse or debris, and need not be removed from the Property; temporary storage of waste generated in the ordinary course of permitted uses on the Property for regular, periodic removal off-site is permitted; as is the use and storage of agricultural products, agricultural chemicals, agricultural byproducts and agricultural equipment. Composting of organic materials from the Property is also permitted provided that the Conservation Values of the Property are not impaired;

(k) *Public Use.* Public use for passive, non-motorized recreation, including, but not limited to hiking, cross country skiing, snowshoeing, bicycling, picnicking, wildlife viewing, bird watching or other nature study, horseback riding, visiting historical sites, painting, photography, hunting (to the extent permitted by County regulations regarding public use of the Property), and fishing, scientific research and education, consistent with the Management Plan. Grantor may adopt reasonable regulations regarding public use of the Property that is otherwise consistent with this Easement and the Management Plan;

(l) *Historic Resources*. With Written Advisement to Grantee in accordance with Section 9(a), the maintenance and/or restoration of historic resources on the Property undertaken in accordance with the Management Plan;

(m) *Other Uses*. Any other use expressly permitted without prior consent by Grantee by the then-current Management Plan, provided it is conducted in accordance with that Plan; and

(n) *Overnight Use*. Overnight use by aquaculture employees or contractors and seasonal ~~shepherds-livestock managers~~ only as needed to oversee the overnight operations and security of the aquaculture and ~~sheep-livestock~~ ranching operations; permanent residential use is prohibited (e.g. an employee may not live on the Property with his or her family nor otherwise use it as a "home" or domicile for any purpose).

8. *Uses of Property with Grantee's Prior Consent*. The following uses of the Property shall be prohibited unless the prior written consent of Grantee is obtained in accordance with Section 8(a)(v), with respect to Section 8(a) activities; or Section 9, with respect to Section 8(b)-(g) activities:

(a) *Aquaculture; Public Fishing; Public Educational or Interpretive Facilities Related to Aquaculture*.

(i) Within the approximately two (2) acre building envelope of the Aquaculture Area shown in **Exhibit B-2** ("Building Envelope"), and sited to avoid and minimize impacts to wetland or wildlife habitat, Grantor shall have the right to construct, expand, renovate, replace, repair, and/or remove an existing commercial aquaculture operation, public fishing operations, and/or public educational or interpretive facilities, and may construct additional customary appurtenances and infrastructure associated with such improvements, such as landscaping, fences, telephone, electric, gas and other utility conduits, connections, and meters; a septic system and/or sewer connections; an unpaved driveway from the nearest public road to the Building Envelope of the Aquaculture Area (including customary appurtenant structures), provided that all new utilities are located and designed to avoid impacts to the Conservation Values.

(ii) The aggregate footprint of buildings within the Building Envelope shall not exceed six thousand (6,000) square feet. There shall be no more than three (3) buildings and four (4) storage buildings. Buildings shall be of varied heights, but shall not exceed thirty-five (35) feet in height and will be constructed with materials designed to blend into the landscape using harmonious earth tone colors, non-reflective roofing and siding, and appearing rustic and historic. Storage buildings shall have a footprint of no larger than eight feet by twenty feet (8' x 20') each, constructed with materials designed to blend into the landscape using harmonious earth tone colors, non-reflective roofing and siding, and appearing rustic and historic, and constructed below grade as much as reasonably feasible. ~~Permanent night lighting will not be allowed~~ Night lighting shall conform to the terms of the Mono County Dark Sky Ordinance as described in the Baseline Documentation Report referred to in Recital K, and shall be switch-operated (not motion-activated) to allow for night lighting only during emergency situations. Any noise-generating equipment that is permanently installed as part of a building or operations system shall be enclosed within

noise-attenuating structures. New impervious surfaces, other than permitted buildings, ponds and raceways, shall be less than two feet (2') feet in height above ground level and are not to exceed five thousand (5000) square feet. Additional raceways, ditches, ponds, or other aquaculture infrastructure, as permitted herein, shall be constructed within the Aquaculture Area.

(iii) ~~C~~Except for the limited use of groundwater that may be permitted, as described below, Any construction or expansion of commercial aquaculture operations will be designed to function primarily primarily on surface water consisting of the Mill Creek Adjudicated Water Rights, and any plans submitted to Grantee for review and approval shall evidence this source as the primary source of water for the proposed construction or expansion of operations, as described in Exhibit D and in the Baseline Documentation Report. Any extraction of groundwater will be limited to the following purposes and amounts ("Groundwater Extraction Limit"): (A) nNo more than 303 acre feet a year for the purposes of human consumption and sanitation in conjunction with permitted uses, disinfection of equipment, and taking, hatching and raising of fish eggs; and (B) no more than 216 acre feet per year in total from ~~each of the two~~ production support wells, each to be located at the head of atwo raceways, to respond to extreme heat and/or cold conditions in the fish raceways. In the case of a catastrophic water supply or water quality emergency involving Wilson Creek, groundwater pumping of 6cfs for seven (7) days ("Emergency Water Supply Limit") will be allowed to provide time to evacuate fish stock. Based on these limited uses, the total annual Groundwater Extraction Limit is 519 acre feet and the Emergency Water Supply Limit is 83 acre feet to be used only in a qualified emergency, defined as a catastrophic water quality or quantity emergency involving Wilson Creek that requires immediate evacuation of fish stock, with Written Advisement to Grantee for the use of water under the Emergency Water Supply Limittto Grantee. Written Advisement respecting the use of water under the Emergency Water Supply Limit will be given to Grantee by telephone and email within twelve (12) hours of the emergency event and will be followed by a written report to Grantee giving details of the event, duration and amount of groundwater pumping, and advisement of the proposed follow-up response to emergency.

Any proposed pumping or extraction of groundwater for aquaculture purposes or permitted facilities must be evaluated through a Grantor-funded environmental study ("Water Study"), and associated monitoring program ("Groundwater Monitoring Program") to determine the amount of water that can be extracted, not to exceed the Groundwater Extraction Limit and the Emergency Water Supply Limit, that will avoid the risk of impairing the Conservation Values or adversely affecting any wells within a two (2) mile radius from the point of extraction in the vicinity. The Water Study will be considered adequate if conducted by a licensed hydro-geologist, agreed to in advance by Grantor and Grantee. The proposed Water Study Scope of Work for said hydro-geologist will also be agreed to in advance by Grantor and Grantee. The Water Study Scope of Work may include a temporary pump test if recommended by the hydro-geologist conducting the Study and, in that event, the nature and duration of the test would be specified in the agreed-upon Scope of Work and the testing activity specified in the Scope of Work would not be subject to any other Grantee prior approval requirement. Grantor will provide the complete Water Study, recommended pumping amounts, proposed and monitoring

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measures, and pump test data to Grantee. Grantor will provide all monitoring data and the proposed extraction amount for the coming year in an Operations Plan ("Operations Plan") to Grantee by April 1 of each year. Grantee shall determine whether any proposed extraction would create a risk of impairing the Conservation Values. Proposed groundwater extraction will be considered a risk to Conservation Values if it is projected to remove groundwater from the root zone of groundwater dependent vegetation on the Property. Further, any projected adverse effect on springs, surface water, wetlands, or meadows from groundwater depletion will be considered a risk to Conservation Values. Grantee can approve the proposed use, approve with conditions (including the installation of monitoring wells) and can disapprove the proposed use. Conditions placed on or disapproval of proposed groundwater extraction will be protective of the Conservation Values even during drought conditions. In addition to any conditions imposed by Grantee to protect Conservation Values, Grantor shall adopt and implement such additional conditions (if any) and/or monitoring requirements as may be recommended or indicated by the Water Study and Groundwater Monitoring Program to avoid any adverse effects on wells within a two (2) mile radius from the point of extraction in the vicinity.

(iv) Mattly Ranch Aquaculture Aquatic Species Recovery Area.

An aquatic sSpecies rRecovery aArea ("Recovery Area") may to be located within the Aquaculture Area shown in Exhibit B-2, subject to the limitations set forth in Section 8(a)(i-iii), unless the sponsoring State or Federal Wildlife Agency determines that location is not feasible. If the Aquatic Species Recovery Area is not located within the Aquaculture Area, the following conditions shall be required: The construction of a fish-rearing raceway within the thirty-five by one thousand three hundred and twenty-five foot (35 x 1,325') "Mattly Ranch Aquaculture Area" as shown in Exhibit E ("Mattly Ranch Aquaculture Area Sketch Map"), provided that: (i) a State or Federal wildlife agency shall identifies sponsor the development and operation of a site raceway as important to for the recovery of an endangered or threatened aquatic species and shall provides funding for the Recovery Area, and associated operations, maintenance, and restoration of the land if the project ceases facility, operations and maintenance; (ii) Grantor receives approval for the Recovery Area facility from the Funders and Grantee; (iii) the faeility-Recovery Area is located in an existing irrigation ditch and is constructed entirely at or below ground level (-other than fencing), with no buildings, storage, or groundwater extraction; (iv) the Recovery Area is used only for federally listed endangered or threatened species; (v) the facility is located and designed to avoid impairment to the Conservation Values; (vi) dDevelopment of the Recovery Area complies with Applicable Laws is subject to the California Environmental Quality Act; (vii) the site is restored to its pre-project condition if it ceases to be used for the recovery of endangered or threatened species; (viii) funding to Grantee is provided for long term monitoring, stewardship, and the review and approval process in accordance with Section 8(a)(v), related to planning, constructing and operating the facility; (ix) any lining of the raceway and/or removal of vegetation shall be mitigated by a 1.5 acre enhancement to a 1 acre loss; and (xvi) Grantee's approval shall be in Grantee's sole and exclusive discretion.

(v) Grantee Consent. Grantee's consent or approval is required for activities under Section 8(a) and, except for the additional applicable conditions and standard of review set

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forth in Section 8(a)(iii), and (iv), shall be handled in accordance with this Section 8(a)(v). At least ninety (90) days prior to seeking any regulatory permit (such as construction, well-drilling, and/or grading permit) ~~or initiating any activities allowed under~~ for the activities in Section 8(a), Grantor shall submit a written request for approval describing the nature, scope, design, location, timetable, and any other material aspects of the proposed activity, building or facility in sufficient detail, including the provision of the Water Study and Annual Groundwater Monitoring Program under Section 8(a)(iii), in addition to any proposed use of groundwater in the aquaculture operation, to establish that the proposed use or activity will not impair or diminish the Conservation Values and to permit Grantee to assess compliance with this Easement and to keep its records current.

Within sixty (60) days of Grantee's receipt of the request, Grantee will notify Grantor if the information provided is adequate to permit Grantee to evaluate the request or to request additional information. Except as provided in Section 8(a)(iv), (in which Grantee's sole and exclusive discretion shall govern decisions), in reviewing the request, Grantee shall exercise Grantee's reasonable discretion and Grantee may place reasonable conditions on the use of groundwater, size, design, and location of the building(s) or facilities to avoid impacts to the Conservation Values and ensure consistency with the Conservation Purpose, but cannot prohibit altogether the construction of a building(s) or facility(ies) that is in compliance with Section 8(a) and the Management Plan, except if the aforementioned Grantor-funded Water Study and Groundwater Monitoring Program determines that any proposed groundwater extraction will create a risk of impairing the Conservation Values, in which event, the provisions of Section 8(a)(iii) shall apply.

Prior to any new construction ~~or construction-related activities, including grading~~, Grantor, at Grantor's sole cost and expense, shall survey the Building Envelope and set boundary markers on the Property locating both the Building Envelope and the Aquaculture Area on the ground, and shall provide said survey of the Building Envelope and information on the boundary markers to Grantee for the purposes of supplementing the Baseline Documentation Report. Where the consent or approval of any of the Funders is required under this Easement, said approval shall in all cases be obtained by Grantor prior to taking the proposed action. No construction shall be carried out prior to receipt of approval from Grantee and delivery of the required survey of the Building Envelope and boundary marker information on the Building Envelope and Aquaculture Area to Grantee.

(b) *Fencing*. The construction of new permanent fences on the Property; Grantor shall design and construct any replacement fencing, including boundary fences, using currently accepted standards for wildlife friendly fencing that accommodates wildlife movement;

(c) *Infrastructure for Public Access, Education and Recreation*. Except as otherwise provided in Section 8(a) pertaining to aquaculture, the construction of infrastructure related to public access, education, and passive recreation on the Property, including informational signage, picnic tables, parking area, and pit-toilet facility;

(d) *Solar Power Facilities*. The installation of solar power collection and transmission facilities within the Aquaculture Area for limited production of power to be used on the Property, sited to avoid and minimize impacts to wetland or wildlife habitat, and scenic resources, not to

exceed two thousand (2000) square feet. Power generated in excess of requirements on the Property may be sold to public or private utility companies;

(e) *Vegetation Management.* The implementation of vegetation thinning based on current best management practices for fire safety and fuels reduction;

(f) *Planting for Restoration or Enhancement.* The planting of the Property with native plants or seeds, or other ecologically beneficial activities for restoration or enhancement purposes, in accordance with current best management practices and the Management Plan; and

(g) *Uses and Improvements not Expressly Addressed.* Uses and improvements that might be consistent with the Conservation Purpose of this Easement that are not expressly addressed in the Easement may possibly be permitted with prior approval of Grantee obtained pursuant to Section 9.

9. Written Advisement; Grantee Consent.

(a) *Written Advisement.* As described in this sub-section, below, and as set forth elsewhere in this Easement, certain actions by Grantor will require the prior written notice of Grantee. Where expressly required in this Easement and, prior to undertaking certain any activities or improvements on the Property as permitted herein or exercising any reserved right that may impair the Conservation Values or Purpose of this Easement, including any activity requiring a building, grading, well-drilling, or zoning permit or environmental regulatory review or permit, Grantor shall give Grantee at least sixty (60) days' advance written notice thereof (except where a longer period is expressly required), ("Written Advisement") sent in accordance with the notice provisions of Section 21. The Written Advisement must provide Grantee with adequate information, documents and plans so as to enable Grantee to confirm compliance with this Easement and enable Grantee to keep its records current.

(b) *Grantee Consent.* Where Grantee's consent or approval is required under this Easement, said approval (i) shall not be unreasonably delayed by Grantee, (ii) shall be sought at least sixty (60) days in advance of the desired action and given in writing, and (iii) shall in all cases be obtained by Grantor prior to taking the proposed action. Where the consent or approval of any of the Funders is required under this Easement, said approval shall in all cases be obtained by Grantor prior to taking the proposed action. In seeking approval, Grantor will describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to establish that the proposed use or activity will not impair or diminish the Conservation Values and to permit Grantee to confirm compliance with this Easement and to keep its records current. Within sixty (60) days of Grantee's receipt of the request, Grantee will notify Grantor if the information provided is adequate to permit Grantee to evaluate the request or to request additional information. Grantee shall grant approval only where Grantee, acting in Grantee's reasonable discretion (except where Grantee's discretion is expressly stated to be in Grantee's sole and exclusive discretion) and in good faith, determines that the proposed action will not diminish or impair the Conservation Values or otherwise be inconsistent with the terms and Conservation Purpose of this Easement and the Management Plan. Grantee's approval of a proposed use may be subject to reasonable conditions to ensure consistency with the Conservation

Purpose and protection of the Conservation Values. Pending the determination by Grantee, the use or activity may not be conducted.

10. Monitoring. Grantee shall manage its responsibilities for the Easement, including but not limited to, annual monitoring, such additional monitoring as circumstances may require, record keeping, and enforcement, for the purposes of preserving the Property's enumerated Conservation Values in perpetuity. With forty-eight (48) hours' advance oral notice, except in the event of an emergency or suspected emergency, in which case a shorter, but reasonable oral notice shall be given, Grantee has the right to enter upon, inspect, observe, and evaluate the Property to identify the current condition of, and uses and practices on the Property to determine whether they are consistent with this Easement. The Funders may accompany Grantee on its annual monitoring visits. This monitoring will be supported through the Baseline Conditions Report and subsequent reviews, using photographs and narrative descriptions, among other evaluation tools. Monitoring will consider issues such as changing conditions in the vicinity of the Property and impacts to Conservation Values, water conditions, weather and climate conditions, unusual natural events, vegetative variety and quality and trends in resource conditions. Failure of Grantee to carry out these responsibilities shall not impair the validity of the Easement or limit its enforceability in any way. Grantee shall indemnify, defend with counsel of Grantor's choice, and hold Grantor harmless from, all expense, loss, liability, damages and claims, including Grantor's reasonable attorneys' fees, if necessary, arising out of Grantee's entry on the Property, unless caused by a violation of this Easement by Grantor or by Grantor's negligent action or omission or willful misconduct.

11. Disputes and Remedies. If Grantee determines that Grantor or third party is conducting or allowing a use, activity, or condition on the Property which is prohibited by the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation, and, where the violation involves damage to the Property resulting from any use or activity inconsistent with the Conservation Purpose of this Easement, to restore the portion of the Property so damaged to the condition in which it existed prior to the damage.

(a) *Consultations Regarding Interpretation and Enforcement of Easement*. When any disagreement, conflict, need for interpretation, or need for enforcement arises between the Parties to this Easement, each Party shall first consult with the other party in good faith and attempt to resolve the issue without resorting to mediation or legal action.

(b) *Mediation*. Grantor and Grantee agree that mediation offers an alternative to the expense and time required to resolve disputes by litigation. Mediation is therefore the Parties' preferred dispute resolution procedure when circumstances do not require Grantor or Grantee to seek immediate injunctive relief from the courts. If a dispute arises between the Parties concerning the meaning, requirements, interpretation, or implementation of the Easement, including the consistency of any proposed use or activity with the terms of this Easement that they cannot resolve through unassisted consultation between themselves, and Grantor agrees not to proceed with, or shall discontinue, the use or activity, or to compel a third party to not proceed or to discontinue the use or activity, pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing upon the other. The non-requesting Party shall

have ten (10) days after receipt of a mediation request to consent thereto or refuse to mediate the dispute.

(i) Procedure. Within ten (10) days after Grantor and Grantee agree to mediation of a dispute, the Parties shall mutually select a trained and impartial mediator. Mediation hearings shall remain informal, with each party being permitted to present such facts and evidence as it may reasonably believe supports that Party's position. Costs and expenses of mediation shall be divided equally between Grantor and Grantee; provided, however, that each Party shall pay its own attorneys' fees.

(ii) Limitations. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions or restrictions of this Easement. Notwithstanding any provision to the contrary, the mediation procedure set forth herein shall in no way be construed to deprive Grantor or Grantee of any judicial remedy provided at law or in equity, or by agreement herein, and is intended solely as an informal dispute resolution mechanism. Neither Grantor nor Grantee shall have the right to compel performance of mediated solutions, unless such solutions are reduced to a binding written agreement between Grantor and Grantee at the conclusion of the mediation process. The parties hereto intend that each conflict and dispute submitted to mediation shall be unique, with facts, circumstances, and recommended resolutions to be determined on a case-by-case basis, without reference to prior conflicts, disputes, or the resolutions thereto.

(iii) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

(iv) Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

(c) Other Remedies. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values and to require the restoration of the Property to the condition that existed prior to any such violation or injury. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement. These remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so as a later time.

(d) *Damages.* Grantee is entitled to recover damages for violation of the terms of this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any violation or damage. Without limiting Grantor's liability, Grantee shall apply any damages recovered to the cost of undertaking corrective action on the Property. Should the restoration of lost values be impossible or impractical for whatever reason, after reimbursing Grantee for all costs of enforcement, any and all remaining damages recovered shall be paid to the Funders as determined in accordance with Section 16(b), or as otherwise directed by the Funders.

(e) *Equitable Remedies.* Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor and Grantee expressly agree that the Property, by virtue of its Conservation Values, is unique and that a violation of this Easement, and the ensuing harm or alteration of the Property, may result in damages that are irreparable and not subject to quantification. Grantor agrees that Grantee's remedies at law for a violation of the terms of this Easement may be inadequate and that Grantee may seek the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee may bring an equitable action in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section without prior notice to Grantor or without waiting for the period provided for cure to expire.

(f) *Recovery of Costs.* If Grantee prevails in any action to enforce the terms of this Easement, any and all costs incurred by Grantee in enforcing the terms of this Easement against Grantor or against others where Grantor had the legal right and had the legal obligation to have acted in a manner that would have made such enforcement action unnecessary, including, without limitation, costs of suit and reasonable attorneys' fees, and any and all costs of restoration resulting from Grantor's violation of the terms of this Easement shall ultimately be the responsibility of Grantor, provided that, in an action against a third party, Grantee shall make good faith reasonable efforts to first recover any costs from the third party whose actions or omissions were responsible for the legal action. If Grantor prevails in any action to enforce the terms of this Easement, any and all costs incurred by Grantor, including, without limitation, costs of suit and reasonable attorneys' fees, shall be the responsibility of Grantee. The prevailing party also shall be entitled to recover all such costs and fees that may be reasonably incurred in enforcing any judgment or award, and this provision shall not be merged into any judgment but shall survive any judgment.

(g) *Grantee's Discretion.* Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any

other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee's permission to carry out, or failure to object to, any proposed use or activity shall not constitute consent to any subsequent use or activity of the same or any different nature, nor shall it permit any activity prohibited by law.

(h) *Waiver of Certain Defenses.* Grantor hereby waives any defense of laches, estoppel, prescription, unclean hands or the doctrine of changed circumstances in any action or proceeding, including but not limited to any mediation brought by Grantee to enforce or to interpret the provisions of this Easement.

(i) *Acts Beyond Grantor's Control.* Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from any natural cause, including fire not caused by Grantor, flood, storm, extreme temperatures, drought, and earth movement or other acts of God, or from any prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to any person or to the Property resulting from such causes. Notwithstanding the foregoing, Grantor's failure to comply with any applicable restrictions on use of the Property, including the use of Water and Water Rights, arising from fire, flood, storm, extreme temperatures, drought, and earth movement or other acts of God shall be subject to the enforcement provisions of this Easement (e.g., in the event of a drought, if water use restrictions are imposed pursuant to the Easement, Management Plan or Applicable Laws) .

12. Public Access. Grantor shall not be obligated to allow public access to the Aquaculture Area.

13. Management Plan. Grantor and Grantee have prepared a management plan for the Property, dated [REDACTED], 2014, incorporated herein by this reference, ("Management Plan"), providing for sustainable ~~sheep livestock~~ grazing, commercial aquaculture, public access, and the protection and preservation of water resources (Water and Water Rights), wetland, riparian and other sensitive habitats, flora, fauna and other sensitive resources, historic resources, and natural features of the Property. The Management Plan provides that ~~sheep livestock~~ grazing and aquaculture operations shall be conducted only in a manner and to an extent that will not diminish or impair the Conservation Values and that are consistent with the terms and Purpose of this Easement and with all Applicable Laws. An "Operations Plan" for ~~sheep livestock~~ grazing, aquaculture, public access activities and infrastructure, and any other planned activities will be provided to Grantee by Grantor prior to April 1 at an annual meeting. Both Parties acknowledge receipt of a copy of the Management Plan. The Management Plan shall be updated and adjusted as necessary, upon mutual agreement of Grantor and Grantee, but in no event less frequently than every five (5) years. If ~~sheep livestock~~ grazing or aquaculture operations cease or are downsized, as determined by mutual agreement of Grantee and Grantor, Grantor will undertake restoration and irrigation activities (if necessary), as described in the Management Plan. -Grantee shall have the right to monitor and enforce the specific terms and restrictions of the Management Plan, the same as any other term or provision of this Easement.

14. Costs and Liabilities. Grantor retains all rights and privileges of ownership that are not prohibited or restricted by this Easement, and Grantor retains all responsibilities of ownership. Nothing contained in this Easement shall be construed as giving rise to any right or ability in Grantee or the Funders to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's permitted activities on the Property. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property. Neither Grantee, nor the Funders, shall have responsibility for the operation of the Property, monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Neither Grantee, nor the Funders, shall be liable to Grantor or other person or entity in connection with consents given or withheld, or in connection with any entry upon the Property occurring pursuant to this Easement, or on account of any claim, liability, damage or expense suffered or incurred by or threatened against Grantor or any other person or entity, except as the claim, liability, damage, or expense is the result of the gross negligence or intentional misconduct of Grantee or the Funders.

(a) *Liability Insurance.* Grantor shall maintain comprehensive general liability insurance in the amount of no less than two million dollars (\$2,000,000) (either in a stand-alone general liability policy, or as part of any umbrella coverage, or a combination of the two) for the Property. Grantor shall cause all such policies of insurance to name Grantee as an additional insured and provide Grantee with a certificate of insurance for each such policy and all renewals thereof.

(b) *Taxes.* To the extent applicable to Grantor, Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantee pays any taxes or assessments to protect Grantee's interest in the Property, Grantor will reimburse Grantee for the same, together with interest at the legal rate from the date of the payment by Grantee.

(c) *Upkeep and Maintenance.* Grantee shall have no obligation for the upkeep and maintenance of the Property.

(d) *Compliance with Laws.* Nothing in this Easement shall be construed as limiting Grantor's ability or relieving Grantor of its obligation to undertake activities on the Property to comply with any statute, law, ordinance, rule, regulation, code, order, guideline, or other restriction or requirement applicable to the Property which currently exists or is enacted or otherwise promulgated by any federal, state, county, municipal, or other governmental body (whether legislative, administrative, or judicial), or by any competent official of any of the foregoing (collectively, the "Applicable Laws"). Nothing in this Easement shall be construed as granting Grantor any rights not permitted by local land use and/or zoning regulations at the time of construction, demolition, occupation, or other regulated use.

(e) *Hold Harmless.* Grantor shall hold harmless, indemnify, and defend Grantee and the Funders, and their respective members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively

“Indemnified Parties”) from and against all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, orders, liens, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, or causes of action or cases and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys’ fees and attorneys’ fees on appeal) to which the Indemnified Parties may be subject or incur relating to, or occurring on the Property or the Easement, arising out of Grantor’s acts or omissions, including, but not limited to, Grantor’s negligent acts or omissions or Grantor’s breach of any representation, warranty, covenant, agreements contained in this Easement, or violations of any Applicable Laws, including all “Environmental Laws” as defined below, except to the extent caused by the active negligence or willful misconduct of the Indemnified Parties.

(f) *Environment Matters.* Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that it creates in Grantee or the other Indemnified Parties: (1) the obligations or liabilities of an “owner” or “operator” or “arranger” or “generator” as those words are defined and used in “Environmental Laws,” as defined below, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC, sections 9601 *et seq.* and hereinafter “CERCLA”); or (2) the obligations or liabilities of a person described in CERCLA at 42 USC section 9607(a)(3) or (4); or (3) the obligations of a responsible person under any applicable Environmental Laws; (4) the right or duty to investigate and remediate any “Hazardous Materials,” as defined below, associated with the Property; or (5) any control over Grantor’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

Grantor represents, warrants and covenants to Grantee that Grantor is in compliance with all applicable Environmental Laws and Grantor’s use of the Property shall comply in all material respects with all applicable Environmental Laws. Grantor further represents, warrants and covenants to Grantee that Grantor has no actual knowledge of a release or threatened release of Hazardous Materials on the Property and hereby promises to indemnify, defend and hold the Indemnified Parties harmless from any and all loss, cost, claim (without regard to merit), administrative actions, liability or expense (including reasonable attorneys’ fees and investigation, testing and remediation costs) arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws.

If at any time after the grant of this Easement there occurs a release in, on or about the Property (excluding any release caused by an Indemnified Party, its employees, agents, consultants or contractors) of Hazardous Materials, Grantor agrees to take all steps that may be required under federal, state or local law necessary to assure its containment and remediation, including any cleanup.

For the purposes of this Easement:

(i) The term “Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for

fuel (or mixtures of natural gas and such synthetic gas), drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal sources, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, asbestos-containing materials, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment or any other material defined and regulated by Environmental Laws.

(ii) The term “Environmental Laws” means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, Hazardous Materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

(g) *Compliance with Grant Agreements.* Nothing in this Easement shall be construed as relieving Grantor of its obligation to comply with the terms and conditions of the Grant Agreements. Nothing in this Easement shall be construed as limiting or extinguishing the rights and legal authority of the Funders, or any of them, to enforce the terms and conditions of the Grant Agreements against the Grantor.

Comment [KF3]: Language requested by State Parks

15. Termination of Easement. It is the intention of the Parties that the Conservation Purpose of this Easement shall be carried out forever, notwithstanding economic or other hardship or changed conditions of any kind. No inaction or silence by Grantee shall be construed as abandonment of the Easement. The fact that the Property is not in agricultural or aquaculture use, or that the Property’s natural and historic resources are diminished, are not reasons for termination of this Easement. Nonetheless, if circumstances arise in the future such that render the Purpose of this Easement impossible to accomplish, this Easement shall only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment shall be determined as provided in Section 16 below, unless otherwise provided by California law and applicable Federal law at the time. Grantee shall distribute all such proceeds in a manner consistent with this Easement.

16. Condemnation.

(a) This Easement constitutes a real property interest immediately vested in Grantee. If all or any part of or interest in the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, whether by public, corporate or other

authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee acknowledge that Grantee and the Funders are entitled to certain rights of notice, comment and compensation as provided in section 1240.055 of the California Code of Civil Procedure. If Grantor or Grantee is notified that the Property may be acquired for public use by eminent domain, the party receiving such notice shall notify the other party and the Funders of the potential acquisition no later than fifteen (15) days after first receiving such notice. Prior to the inspection of the Property by the appraiser pursuant to section 7267.1 of the California Government Code or any other provision of law, Grantor shall notify Grantee that it or its designated representative may accompany the appraiser during his or her inspection. Within seven (7) days of receiving any notice of the hearing on the resolution of necessity pursuant to section 1245.235 of the California Code of Civil Procedure, Grantor shall provide Grantee and the Funders a copy of the notice of the hearing. As provided in sections 1250.220 and 1250.230 of the California Code of Civil Procedure, in any eminent domain proceeding to acquire all or a portion of or interest in the Property, Grantee shall be named as a defendant and may appear in the proceedings.

(b) If all or any part of or interest in the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, Grantor, Grantee and the Funders shall act collectively to recover from the condemning authority the full value of the property or interest so taken or purchased, and all direct or incidental damages resulting therefrom. The Funders or their respective successors shall be entitled to the proportionate share of the Award (as defined below) as determined in accordance with the Grant Agreements.

Grantee has also contributed indirect costs and services to the acquisition of this Easement and contributed administrative costs of ongoing easement monitoring and enforcement. Those contributions shall be deducted from the total proceeds prior to the proportional division set forth above. All expenses incurred by Grantor and Grantee in connection with the taking or in-lieu purchase and Grantee's contribution for Easement monitoring and enforcement shall first be paid out of the total amount recovered and the net amount shall then be distributed to each of the Funders in accordance with their respective proportionate shares. If only a portion of the Property is subject to such exercise of the power of eminent domain or in-lieu purchase, this Easement shall remain in effect as to all other portions of the Property, and the deduction for Grantee's contributions of indirect costs and services shall likewise be proportional. Grantor shall promptly notify Grantee of any notices or actions pertaining to the actual or potential condemnation of all or any part of the Property. For purposes of this Agreement, the "Award" shall mean all compensation awarded, paid or received on account of the Property so taken or purchased, and all direct or incidental damages resulting from the taking or purchase, less all out-of-pocket expenses reasonably incurred by Grantee in connection with the taking or purchase.

17. **Grantor's Title Warranty.** Grantor represents and warrants that Grantor has good fee simple title to the Property, that the Property is not subject to any other conservation easement whatsoever and that **Exhibit H1** attached hereto sets forth all senior liens and encumbrances affecting the Property ("Prior Encumbrances"). If Grantor discovers at any time that any old or new interest in the Property exist that is not disclosed herein, Grantor shall immediately notify Grantee of the discovery of the interest and shall take all necessary steps to make the discovered interest subject to this Easement.

18. Perpetuation of Easement. This Easement shall be of perpetual duration, pursuant to California Civil Code section 815.1. No merger of title, estate or interest shall be deemed effected by any previous, contemporaneous or subsequent deed, grant or assignment of an interest or estate in the Property, or any portion thereof. It is the express intent of the Parties that this Easement shall not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee or Grantee's successor or assignee.

19. Transfer of Easement by Grantee. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement, only with Grantor's and the Funders' consent, which shall not be unreasonably withheld, and only to an organization that is a qualified organization at the time of transfer under section 170(h) of the Code (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under California Civil Code section 815.3 (or any successor provision then applicable). If Grantor fails to respond to a written request for assignment by Grantee within thirty (30) days of Grantee's request therefor, such lack of response shall be deemed consent on the part of Grantor to the assignment. If no such private nonprofit organization exists or is willing to assume the responsibilities imposed by this Easement, then this Easement may be transferred to a public agency authorized to hold interests in real property as provided in section 815.3(b) of the Civil Code of California. Such a transfer may proceed only if the transferee agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Easement pursuant to an assignment and assumption agreement. Any such assignment shall be in writing, shall refer to this Easement by reference to its recordation data, and shall be recorded in the Official Records of Mono County, California.
The remainder of the Stewardship Endowment, if any, will be transferred with the Easement.

20. Subsequent Transfers. Any conveyance of the fee simple interest in the Property requires the written approval of the Funders. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest or a license. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer, along with a copy of the proposed instrument of transfer. The failure of Grantor to perform any act required by this Section 20 shall not impair the validity of this Easement or limit its enforceability in any way or excuse the transferee from complying with the terms of this Easement.

21. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing, or orally as provided in Section 10. Notice shall be sufficiently given for all purposes as follows:

(a) Personal Delivery. When personally delivered to the recipient, notice is effective on delivery.

(b) Overnight Delivery. When delivered by overnight delivery, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

(c) **Facsimile Transmission.** When sent by facsimile to the last facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (i) a duplicate copy of the notice is promptly given by certified mail or by overnight delivery as set forth above, or (ii) the receiving party delivers a written confirmation of receipt. Any notice given by facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) on a nonbusiness day.

(d) **Email Notices.** Written notice for Written Adviseements may be given by email to the parties at the email addresses set forth below. Notices transmitted by email shall be deemed given on the date the receiving party confirms receipt by return email.

Addresses for purpose of giving notice are as follows:

To Grantor: Board of Supervisors
Attn: Clerk of the Board
P.O. Box 715
Bridgeport, CA 93517
(760) 932-5530
Email: troberts@mono.ca.gov

To Grantee: Eastern Sierra Land Trust
Post Office Box 755
Bishop, California 93515
Telephone: (760) 873-4554
Email:

To Funders:

or to such other address, facsimile number or email address as either party from time to time shall designate by written notice to the other.

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

22. **Recordation.** This Easement shall be recorded in the Official Records of the County of Mono, State of California, according to the requirements of the County of Mono.

23. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend this Easement; provided that no amendment shall be allowed that will adversely affect the qualification of this

Easement or the status of Grantee under any applicable laws, including California Civil Code section 815.3 or section 170(h) of the Code, and any amendment shall be consistent with the Conservation Purpose of this Easement and with Grantee's easement amendment policies and procedures and shall not impair the Conservation Values, nor affect its perpetual duration. Any amendment of this Easement shall require the prior written consent of the Funders and any amendment made without this consent shall be void. Any such amendment shall be recorded in the Official Records of Mono County, California.

24. Executory Limitation. If Grantee ceases to exist or no longer qualifies to hold the Easement under section 170(h) of the Internal Revenue Code or applicable state law, a court of competent jurisdiction shall, upon consultation with Grantor and the Funders, transfer Grantee's interest in this Easement to another qualified organization as defined in Section 19 having similar purposes that agrees to assume the responsibilities imposed by this Easement or to a public agency that is willing and authorized to hold interests in real property as provided in section 815.3(b) of the Civil Code of California. The remainder of the Stewardship Endowment, if any, will be transferred with the Easement.

25. Third-Party Beneficiaries. Except as expressly provided below, there shall be no third-party beneficiaries of the Easement. The Funders are, jointly and severally, intended third-party beneficiaries of this Easement for the sole purpose of enforcing the provisions of this Easement against the Grantor, as authorized by, in accordance with California Civil Code sections 1085 and 1559 and common law and as such, hold the right to enforce its terms in accordance with applicable law and policy; provided, however, that (a) only Grantee (including any successor Grantee) shall have the right to enforce the provisions of this Easement unless and until any of the Funders gives written notice to Grantor that Grantee has been replaced as the enforcing party; and (b) thereafter, only the Funder, as designated in such notice, shall have such enforcement authority until the enforcing Funder gives written notice to Grantor that Grantee has been reinstated as the enforcing party. It is the intent of the preceding sentence that, at any particular time, only one the Funders may exercise this right of enforcement only if Grantee, or its successors or assigns, fails to enforce any of the terms of this Easement party shall have the right to enforce the terms of this Easement against Grantor (Grantee, or any one of the Funders).

26. Miscellaneous Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of California Civil Code Section 815.1. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement,

or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of that party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(j) Exhibits and Recitals. All of the exhibits attached to this Easement are hereby incorporated into this Easement by this reference. All recitals in this Easement are accurate and shall constitute an integral part of this Easement, and this Easement shall be construed in light of those recitals.

(k) Administrative Costs. [The administration of this Easement by Grantee requires considerable time and expense. Because the Aquaculture Area was added to the scope of this Easement after the stewardship endowment was agreed upon, Grantee and Grantor are currently determining how administrative and stewardship expenses related to activities within the Aquaculture Area will be covered.]

27. Acceptance. As attested by the signatures of their authorized parties affixed hereto, in exchange for consideration, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Grant Deed of Conservation Easement.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR:

GRANTEE:

COUNTY OF MONO, a political
subdivision of the State of California

EASTERN SIERRA LAND TRUST,
a California nonprofit public benefit
corporation

By: _____	By: _____
Name: _____	Name: _____
Its: <u>Chair, Board of Supervisors</u>	Its: <u>Executive Director</u>

Approved as to form:

Marshall Rudolph, County Counsel

DRAFT

ACKNOWLEDGMENTS

State of _____)
) ss.
County of _____)

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Notary Public

State of _____)
) ss.
County of _____)

On _____ before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Notary Public

EXHIBIT A

Legal Description of Property

Comment [KF4]: Updated legal description

PARCEL 1:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 25 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE.

(APN: 19-100-19)

PARCEL 2:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(APN: PORTION 19-110-16)

PARCEL 3:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE DISTRICT LAND OFFICE ON DECEMBER 17, 1857.

(APN: PORTION 19-110-16)

PARCEL 4:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST, M.D.M., IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLACE THEREOF.

(APN: PORTION 19-110-16)

PARCEL 5:

LOTS A, 5 THROUGH 14, INCLUSIVE, 17 THROUGH 21 INCLUSIVE AND LOTS 24 THROUGH 108, INCLUSIVE, IN TRACT NO. 34-13, IN BOOK 9, PAGES 53 TO 53H, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

(APNS: 19-200-01 THROUGH 06; 19-200-09 THROUGH 13; 19-200-16 THROUGH 50 AND 19-210-05 THROUGH 59/NOTE: THE APNS MAY OR MAY NOT MATCH THE LOT NUMBERS)

PARCEL 6:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER; THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 1 TOWNSHIP 2 NORTH, RANGE 25 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 29, 1961 IN BOOK 50 PAGE 224 OF OFFICIAL RECORDS.

(APN: PORTION 19-100-20)

PARCEL 7:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(APN: PORTION 19-110-16)

PARCEL 8:

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 25 EAST, MDM IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF

(APN: 19-100-08)

PARCEL 9:

THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER IN SECTION 1 TOWNSHIP 2 NORTH, RANGE 25 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 29, 1961 IN BOOK 50 PAGE 224 OF OFFICIAL RECORDS.

(APN: PORTION 19-100-20)

PARCEL 10:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 25 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM, THAT PORTION OF SAID LAND AS CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 29, 1961 IN BOOK 50 PAGE 224 OF OFFICIAL RECORDS.

(APNS: 11-200-09 &10)

PARCEL11:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 26 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(APN: 11-280-21)

PARCEL: 12:

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER; THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; ALL IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

(APN: PORTION 19-110-16)

EXHIBIT B-1
Property Sketch

Comment [v5]: Adjust acreage shown

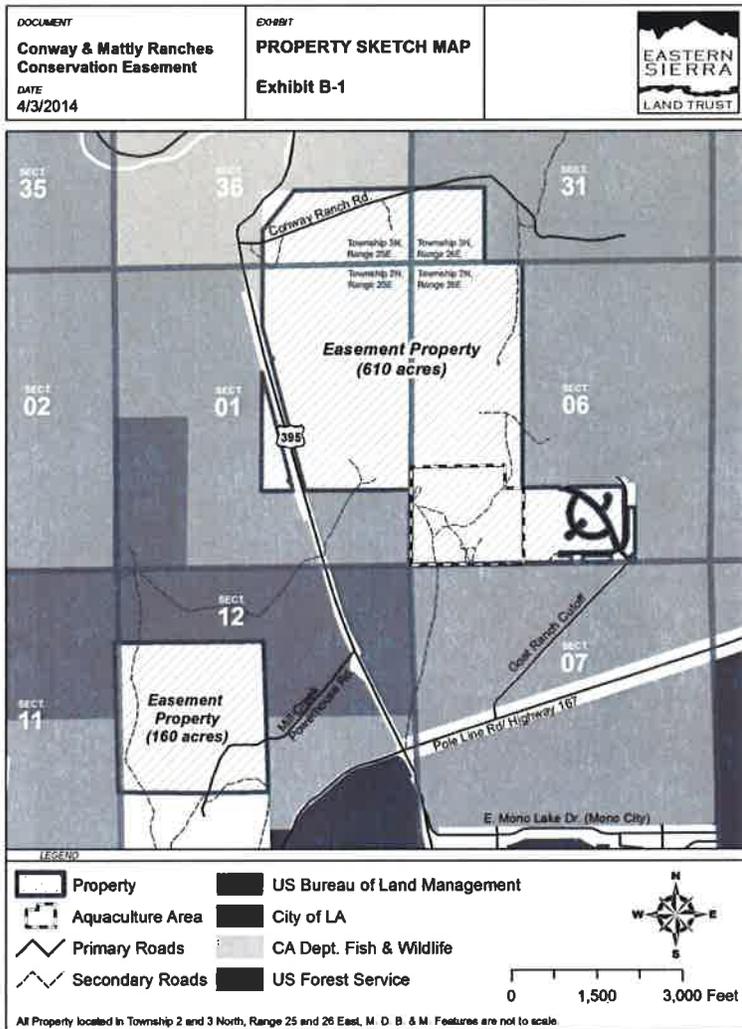


EXHIBIT B-2
Aquaculture Area Sketch Map

Comment [KF6]: Need to update this map based on removal of infrastructure by IAG.

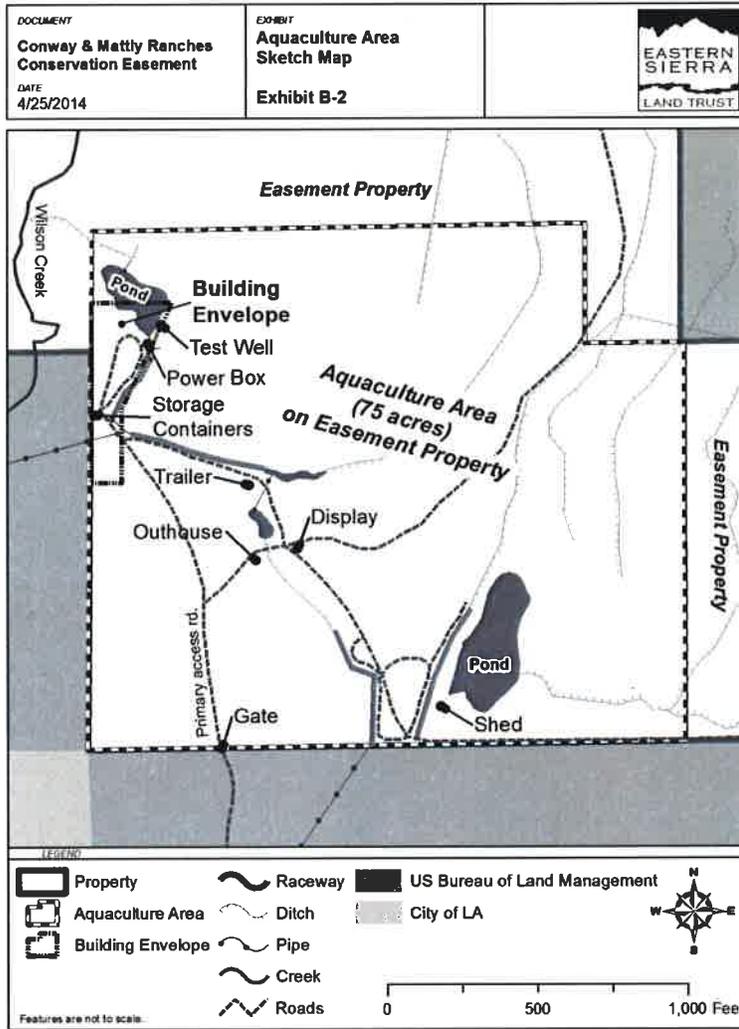


EXHIBIT C
Legal Description of Aquaculture Area

All of that portion of the southwest 1/4 of Section 6, Township 2 North, Range 26 East, Mount Diablo Meridian, more particularly described as; Southwest 1/4 of the Southwest 1/4 of Section 6; And the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 6; And the northwest 1/4 of the southeast 1/4 of the Southwest 1/4 of section 6; And the South 400 feet of the Northwest 1/4 of the Southwest 1/4 of Section 6; And the South 400 feet of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 6; in the County of Mono, State of California, according to the Official Plat thereof, approved December 17, 1857.

Containing approximately 74.67 acres.

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EXHIBIT D

Mill Creek Adjudicated Water Rights and Virginia Creek Adjudicated Water Rights

Mill Creek Adjudicated Water Rights

Grantor is the sole owner of those certain adjudicated water rights as set forth in the Mill Creek Water Adjudication; Mono County Superior Court Case No. 2088 dated June 17, 1915, but entered into nunc pro tunc as of November 30, 1914, incorporated herein by this reference ("Mill Creek Adjudication").

Summary Table of Present Day Mill Creek Adjudicated Water Rights
Table compiled by Don Mooney, consulting attorney for Mono County, for North Mono Basin
Watershed/Landscape Analysis (2001).

Priority Right	Right Holder ¹	Quantity of Right (cfs) ²	Cumulative LADWP	Cumulative Conway (Mono Co.)	Cumulative Total
Right	Holder	of Right	DWP	Conway	Total
(Mono Co.)					
1st	LADWP	1	1	0	1
2nd	Mono Co.	2	1	2	3
3rd	BLM	2	1	2	5
4th	Mono Co.	8	1	10	13
5th	LADWP	9.2	10.2	10	22.2
6th	Simis	1.8	10.2	10	24
7th	LADWP	14	24.2	10	38
8th	Mono Co.	5	24.2	15	43
9th	USFS	12.6	24.2	15	55.6
10th	LADWP	18	42.2	15	73.6
11th	Mono Co.	1	42.2	16	74.6

¹ Right Holders are identified as follows:

LADWP: City of Los Angeles, Department of Water and Power

Mono Co.: Mono County

BLM: United States Department of the Interior, Bureau of Land Management

Simis: J.O. Simis, private landowner

Note. The Right Holders identified above are the present day successors in interest to the parties identified in the Mill Creek Adjudication.

² Quantity of right is measured in cubic feet per second (cfs).

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The water rights held by Grantor at the present day being a combination of adjudicated rights originally assigned under the Mill Creek Adjudication and passing to Grantor as [eventual] successor in interest as established below.

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TOGETHER WITH all right, title and interest to a portion of the water rights appurtenant to the Property as follows: a total of 4.0 cubic feet per second ("cfs") (the "Conveyed Water Rights") of the 14 cfs of water annually which is an allocated proportion of the pre-1914 appropriative and adjudicated water rights as confirmed and adjudicated pursuant to the Mono County Superior Court in Hydro Electric Company vs. J.A. Conway, et al., Judgment and Decree No. 2088 rendered by said Superior Court on June 17, 1915, but entered *nunc pro tunc* as of November 30, 1914 (the "Decree") which awarded John A. Conway 14 cfs to waters flowing in Mill Creek for reasonable and beneficial purposes on the land referred to in the Decree. A summary of the water rights adjudicated by the Decree is attached hereto and incorporated herein at Exhibit B. The Conveyed Water Rights are more particularly the following:

(A) a total of 3 cfs of the 12 cfs decreed to be owned by J.A. Conway under the Decree, which are "Priority 2" rights, which are further agreed to be the sixth (6th) cfs, the seventh (7th) cfs and the eighth (8th) cfs of said 12 cfs; and

(B) a total of 1 cfs of the 2 cfs decreed to be owned by J.A. Conway under the Decree, which are "Priority 9" rights, which is further agreed to be the first (1st) of said 2 cfs.

TOGETHER WITH all right, title and interest to a portion of the water rights appurtenant to the Property as follows: a total of 12 cubic feet per second ("cfs") (the "Mill Creek Conveyed Water Rights") of the 18 cfs of water annually that is an allocated proportion of the pre-1914 appropriative and adjudicated water rights as confirmed and adjudicated pursuant to the Mono County Superior Court in Hydro Electric Company v. J.A. Conway, et al., Judgment and Decree No. 2088 rendered by said Superior Court on June 17, 1915, but entered *nunc pro tunc* as of November 30, 1914 (the "Mill Creek Decree") which awarded John A. Conway 14 cfs and F.D. Mattly 4 cfs, to water flowing in Mill Creek for reasonable and beneficial purposes on the land referred to in the Mill Creek Decree. A summary of the water rights adjudicated by the Mill Creek Decree is attached hereto and incorporated herein at Exhibit B.

The Mill Creek Conveyed Water Rights are more particularly the following:

(A) a total of 7 cfs of the 12 cfs decreed to be owned by J.A. Conway under the Mill Creek Decree, which are "Priority 2" rights, which are further agreed to be the first (1st), second (2nd), fifth (5th), ninth (9th), tenth (10th) and eleventh (11th) of said 12 cfs as identified in Exhibit B attached hereto.

(B) a total of 3 cfs of the 3 cfs decreed to be owned by F.D. Mattly under the Mill Creek Decree, which are "Priority 8" rights as identified in Exhibit B attached hereto;

(C) a total of 1 cfs of the 2 cfs decreed to be owned by J.A. Conway under the Mill Creek Decree, which are "Priority 9" rights as identified on Exhibit B attached hereto, which are further agreed to be the second (2nd) of said 2 cfs; and

(D) a total 1 cfs of the 1 cfs decreed to be owned by F.D. Mattly under the Mill Creek Decree, which is "Priority 12" rights as identified on Exhibit B attached hereto.

SUMMARY OF WATER RIGHTS
FOR MILL CREEK

Based on: Case #2088
Hydro Electric Co. v. John A. Conway et al
(November 30, 1914)

Priority	Decreed Owner	Amount (cfs)	Total
1	N.C.P.C.	1	-
2	J.A. Conway	12	13
3	Hydro Electric Co.	6	19
4	Mary Felosina	2.4	21.4
4	A.G. Allen	1	22.4
4	Thomas Sylvester	1.6	24
7	Hydro Electric Co.	14	38
8	F.D. Mattly	3	41
9	J.A. Conway	2	43
10	L.W. Dechambeau	12.6	55.6
11	Mary Felosina	3	58.6
12	F.D. Mattly	1	59.6
13	J.S. Cain	6	65.6
14	Hydro Electric Co.	1	67.6
other	Pacific Power Co.	500	Power
	Pacific Power Co.	300	irrigation
	Pacific Power Co.	300	at 500 US for power

[Note: This table is referred to as "Exhibit B" in the preceding paragraphs and is provided here for the purpose of confirming the rights associated with the property]

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TOGETHER WITH all right, title and interest in and to a portion of the water rights appurtenant to the Property as follows: a total of 2 cubic feet per second ("cfs") (the "Mill Creek Conveyed Water Rights") of the 14 cfs of water annually that is an allocated proportion of the pre-1914 appropriative and adjudicated water rights as confirmed and adjudicated pursuant to the Mono County Superior Court in *Hydro Electric Company v. J.A. Conway, et al.* Judgment and Decree No. 2088 rendered by said Superior Court on June 17, 1915, but entered *nunc pro tunc* as of November 30, 1914 (the "Mill Creek Decree") which awarded John A. Conway 14 cfs to water flowing in Mill Creek for reasonable and beneficial purposes on the land referred to in the Mill Creek Decree. A summary of the water rights adjudicated by the Mill Creek Decree is attached hereto and incorporated herein as Exhibit B.

The Mill Creek Conveyed Water Rights are more particularly the following: a total of 2 cfs of the 12 cfs decreed to be owned by J. A. Conway under the Mill Creek Decree, which are "Priority 2" rights, which are further agreed to be the third (3rd) and the fourth (4th) of said 12 cfs as identified in Exhibit B attached hereto; and

Those rights assigned to J.A. Conway and and F.D. Mattly in the Mill Creek Adjudication passing to Grantor as eventual successor in interest in the Property.

Virginia Creek Adjudicated Water Rights

Grantor is the sole owner of those certain adjudicated water rights as set forth in the Walker River Decree in Equity (C-125), entered April 14, 1936 and amended April 24, 1940 ("Walker River Decree").

The water rights held by Grantor at the present day being a combination of adjudicated rights originally assigned under the Walker River Decree and passing to Grantor as eventual successor in interest as established below.

TOGETHER WITH all right, title and interest in and to a portion of the water rights appurtenant to the Property as follows: a total of 3 cfs (the "Virginia Creek Conveyed Water Rights") of the 6 cfs of water annually that is an allocated proportion of the pre-1914 appropriative and adjudicated water rights as confirmed and adjudicated in *United States v. Walker River Irrigation, et al.* Case in Equity, C-125 ("Walker River Decree"), which final decree was entered April 14, 1936 and amended April 24, 1940, to waters flowing in Virginia Creek for reasonable and beneficial purposes on the lands referred to in said decree.

The Virginia Creek Conveyed Water Rights are more particularly the following: a total of 3 cfs of the 6 cfs of water from Virginia Creek decreed to J.A. and R.P. Conway under the Walker River Decree, which consists of the first (1st), third (3rd), and fifth (5th) cfs of said 6 cfs. As provided in the Walker River Decree, of the 3 cfs of the Virginia Creek Conveyed Water Rights, 1.56 cfs has a relative priority date of 1860 and 1.44 has a relative priority date of 1863.

TOGETHER WITH all right, title and interest in and to a portion of the water rights appurtenant to the Property as follows: a total of 3 cfs (the "Virginia Creek Conveyed Water Rights") of the 6 cfs of water annually that is an allocated proportion of the pre-1914 appropriative and adjudicated water rights as confirmed and adjudicated in *United States v. Walker River Irrigation, et al*, Case in Equity, C-125 ("Walker River Decree"), which final decree was entered April 14, 1936 and amended April 24, 1940, to waters flowing in Virginia Creek for reasonable and beneficial purposes on the lands referred to in said decree. The Virginia Creek Conveyed Water Rights are more particularly the following: a total of 3 cfs of the 6 cfs from Virginia Creek decreed to J.A. and R.P. Conway under the Walker River Decree, which consists of the second (2nd), the fourth (4th), and the sixth (6th) cfs of said 6 cfs. As provided in the Walker River Decree, of the 3 cfs of the Virginia Creek Conveyed Water Rights, the second (2nd) cfs has a priority date of 1860 and the fourth (4th) and the sixth (6th) cfs have a priority date of 1863.

Those rights assigned to J.A. Conway and R.P. Conway in the Walker River Decree passing to Grantor as eventual successor in interest in the Property.

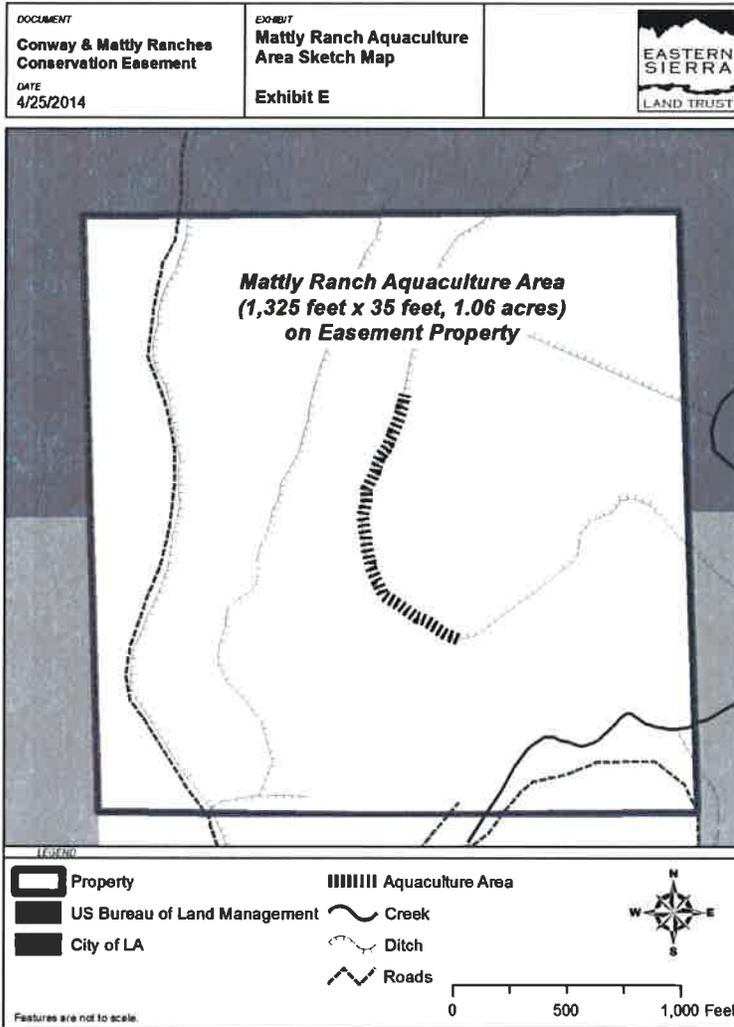
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EXHIBIT E

Mattly Ranch Aquaculture Area Sketch Map

Comment [v7]: revise to reflect current form of easement

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EXHIBIT EE

Map of Conway Ranch Phases and Funding Sources

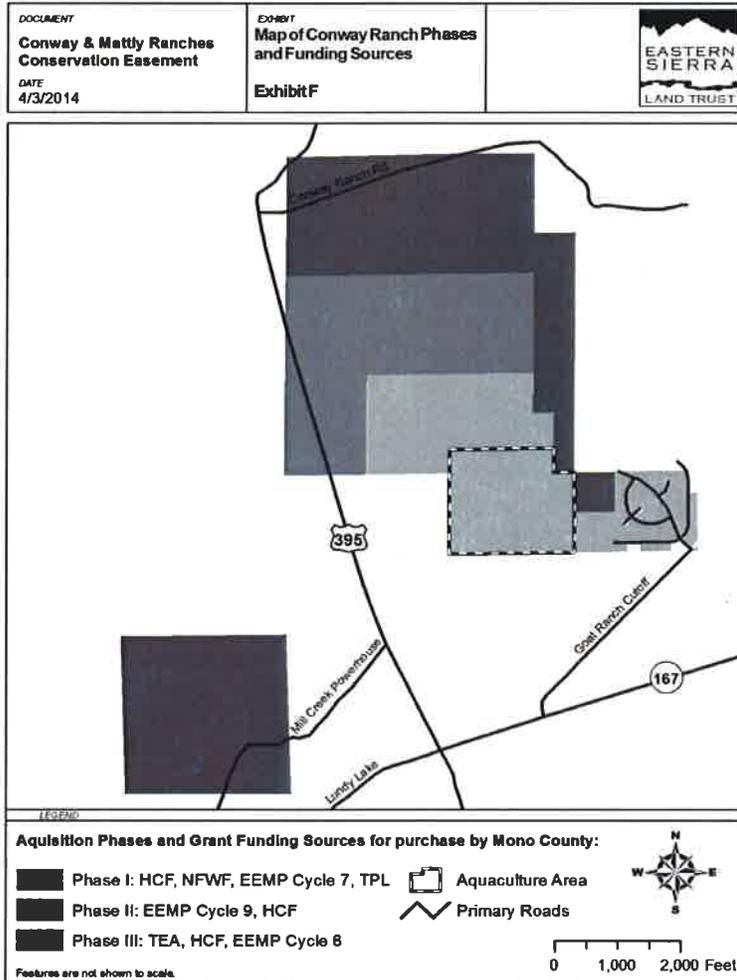


EXHIBIT FG
Approval of Funders

The undersigned Funders, duly authorized, hereby approve the foregoing Grant Deed of Conservation Easement:

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____
THOMAS P. HALLENBECK

Title: District 9 Director _____

Date: _____

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

By: _____

Title: _____

Date: _____

NATIONAL FISH & WILDLIFE FOUNDATION

By: _____

Title: _____

Date: _____

EXHIBIT GH

Acknowledgement of Baseline Documentation Report

**Conway and Mattly Ranches
Conservation Easement**

Baseline Documentation Report

Acknowledgement of Property Condition

In compliance with 26 CFR Section 1.170A-14(g)(5) of the federal tax regulations, the undersigned accept and acknowledge that this Baseline Documentation Report is an accurate representation of the property at the time the Conservation Easement was transferred to the grantee on June, 2014.

Grantor:

COUNTY OF MONO, a political
subdivision of the State of California

By: _____
Name: _____
Its: Chair, Board of Supervisors

Grantee: _____ Date: _____

Kay Ogden
Executive Director
Eastern Sierra Land Trust

Grantee _____ Date: _____

Aaron Johnson
Lands Director
Eastern Sierra Land Trust

EXHIBIT H1
Prior Encumbrances

DRAFT



CONWAY RANCH CONSERVATION EASEMENT MANAGEMENT PLAN

July 2014

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- (G) A Memorandum of Understanding between Mono County and the Bureau of Land Management (BLM) for the cooperative management of Conway Ranch

I. INTRODUCTION

(a) Management Plan Purposes and Uses

The purpose of the Conway Ranch Management Plan is to provide that aquaculture and livestock grazing operations, natural resource management, and public uses be conducted in a manner and to an extent that will not diminish or impair the Conservation Values and that all uses are consistent with the terms and purpose of the Conservation Easement (Exhibit A: Map of Conservation Easement). These activities shall be consistent with the best management practices for the general geographic area, and consistent with all applicable laws and regulations. This plan is an initial effort at documenting the current activities that take place on the property and sets forth the process for determining future management direction.

It is recognized that this property and its water have been manipulated, managed, and utilized by various owners and lessees since at least 1872 when it was first homesteaded by James Wilson and Harlan P. Noyes. Natural and human caused changes will inevitably occur on this property in the future and one goal of this Management Plan is to provide a framework for responding to those changes with actions that ensure the preservation and function of the protected natural habitats, scenic vistas, and public access resources.

The process of creating and modifying this plan is based on the concept of collaboration and cooperation between the landowner and the easement holder. It may be desirable to seek the expertise of outside agencies, organizations, and consultants to provide technical advice for improving the condition and functionality of the property. To achieve this outcome, these agencies, such as the USDA Natural Resources Conservation Service (NRCS), may be invited to participate in updating the Management Plan.

(b) Protocols for Updating Management Plan

The Conway Ranch Management Plan may be updated and adjusted anytime as necessary, by mutual agreement of Mono County and Eastern Sierra Land Trust (ESLT) or successor easement holder. It is anticipated that some adjustments to the Management Plan will be due to the results of the annual Conservation Easement monitoring. In any case, the Management Plan will be updated by Mono County and approved by ESLT no less frequently than once every five years.

Requests for changes to the Management Plan shall follow the Notices section (Section 21) of the Conservation Easement. Mono County and ESLT will make every effort to schedule updates and requests for changes to the Management Plan for the Annual Meeting timeframe to facilitate efficient communications. Written requests or communications may be made by personal

delivery, overnight delivery, regular mail, e-mail, or facsimile transmission, with hard copy by mail following email or facsimile. Where consent of ESLT is required, approval shall be sought as described in the Written Advisement section (Section 9) of the Conservation Easement.

If agreement is not reached on updates or changes to the Management Plan, Mono County and ESLT may mediate the disagreement, as described in Section 11 (Disputes and Remedies), in the Conservation Easement. If mediation is not successful, legal action may be undertaken.

(c) Mono County-ESLT Annual Meeting

To provide the opportunity for appropriate and timely adaptive management of the property and to foster good communication, ESLT and Mono County will convene an Annual Meeting each year prior to April 1. Prior to the Annual Meeting, Mono County will provide an Operations Plan to ESLT for the year that will address planned sheep grazing and associated irrigation, commercial aquaculture and associated groundwater extraction, public access activities and infrastructure improvements, other commercial activities, and any other planned activities on the property.

ESLT will respond to the Operations Plan based on the following criteria: a) livestock grazing and irrigation practices shall employ best management practices as determined by the Grazing Lease provisions, b) groundwater extraction is consistent with the current Water Study and Annual Groundwater Monitoring Program and there is no risk of impairing the Conservation Values, c) public access and infrastructure improvements, and any other planned activities, do not impair or adversely impact the Conservation Values. The Operations Plan will also include any desired changes or updates to the Management Plan. This document will become effective upon the mutual consent of Mono County and ESLT.

ESLT will provide a report on the previous year's annual monitoring of the Conservation Easement prior to the Annual Meeting. Updates to the Management Plan based on the results of the annual monitoring and any desired management changes will be discussed.

(d) Public and Agency Involvement in the Management and Operations Plans

Mono County will provide the annual Operations Plan prior to a public meeting each year in the Lee Vining area so that interested parties can provide comments and input. Updates and changes to the Management Plan will also be provided to the public prior to this meeting. Interested federal and state agencies, including the original grant Funders, will be notified and invited to participate.

(e) Annual Conservation Easement Monitoring and Enforcement

Annual monitoring is the right and the responsibility of the Conservation Easement holder in order to determine the efficacy of implementation practices established in the Management Plan as well as to ensure that the terms of the Conservation Easement are being upheld. ESLT has the right to enter upon, inspect, observe, and evaluate the property to identify the current condition of, and uses and practices on, the property to determine whether they are consistent with the Conservation Easement. The original grant Funders may accompany ESLT on its annual monitoring visits. This monitoring will be supported through the Baseline Conditions Report (Exhibit B) and subsequent reviews, using photographs and narrative descriptions, among other evaluation tools. Monitoring will consider issues such as changing conditions in the vicinity of the Property and impacts to Conservation Values, water conditions, weather and climate conditions, unusual natural events, vegetative variety and quality, and trends in resource

conditions. Details about annual monitoring are located in Section 10 of the Conservation Easement.

As described in ESLT's Monitoring Policy (Exhibit C) and in Section 10 of the Conservation Easement, as landowner, Mono County will be contacted in advance of the proposed monitoring visit and encouraged to take part in the visit. They will also be given the opportunity to discuss the easement and any concerns or questions they may have. All contact with the landowner will be documented and records kept in the permanent and working stewardship files.

ESLT staff shall send at least one written communication to the easement landowner prior to the visit describing the monitoring visit and schedule, and shall send at least one written communication following the monitoring that includes the annual monitoring report and addresses any issues identified in the visit, if applicable.

If questions or concerns arise regarding an activity or use of the property, ESLT will follow the steps outlined in its Enforcement Policy (Exhibit D).

II. BACKGROUND

(a) Property History

Insert relevant language from Baseline Conditions Report

(b) Easement Summary

Insert summary from final version of the easement

III. PROPERTY ACTIVITIES AND USES

(a) Management of the property as a sustainable working landscape, compatible with protection of conservation values.

The property has long been utilized for commercial livestock grazing and commercial aquaculture, pursuant to multi-year leases and licenses with third parties, and Mono County will continue to interact with, oversee, and, in that way, "manage" those uses of the Property. Some aspects of these activities are referenced in a Conservation Plan developed for Conway Ranch in 2005 by the National Resources Conservation Service (NRCS), which is incorporated herein by this reference (Exhibit E). The Plan provides some recommendations, but not requirements, for management of the Property, some of which the County has already followed or implemented and some of which it has not. The County may (but shall not be required to) implement or follow aspects of the Conservation Plan, or future updated plans, as it deems appropriate, in a manner that does not diminish or impair Conservation Values.

(i) Aquaculture

A portion of the Property within the Aquaculture Area has been utilized for commercial fish-rearing (aquaculture) pursuant to license agreements between the County and a private operator. As of the date this Management Plan was approved, there was no such agreement in place but it is possible that a new agreement will be entered into at a future date. Under previous agreements, the County has provided the private operator with a nonexclusive license to use the Property and its fish-rearing facilities, which currently include several improved fish "raceways" consisting of converted irrigation ditches and concrete "boxes," and also some ponds. Water for

the fish-rearing comes from use of the County's adjudicated Mill Creek water rights, which is conveyed to the Property through Wilson Creek after flowing through the Lundy hydroelectric plant and released by Southern California Edison. Said water can be diverted from Wilson Creek to the fish-rearing facilities using two diversion pipelines (the "bell" and "bowl" diversions).

The County has typically interacted with such a private operator regarding its operations to the extent necessary or appropriate under the license and to ensure compliance with that agreement. But the County does not typically exert any direct control over those operations or otherwise manage them. Topics of interaction include, but are not limited to, communications regarding surface water flows and releases by Southern California Edison into Wilson Creek, and the stocking of "rent fish" that the operator may be required to provide to the County under the license agreement as consideration for its use of the Property.

Management Objectives:

- Continued use of the property for sustainable commercial aquaculture in a manner that protects the Conservation Values of the property.
- Aquaculture operations will be designed to function primarily on the Mill Creek Adjudicated Water Rights.
- Any proposed pumping or extraction of groundwater for aquaculture purposes or permitted facilities must be evaluated through a Grantor-funded environmental study ("Water Study"), including a temporary pump test (if recommended by the geo-hydrologist conducting the Water Study), and associated monitoring program.
- Prior to any expansion of aquaculture operations, Mono County will seek input on incorporating best practices for water and energy conservation from the appropriate state or federal agency, or other expert entity.
- Noxious plants will be controlled within the Aquaculture Area whether or not there is a licensee in place to manage the aquaculture operation.
- Aquaculture may be prioritized for water use over grazing, however adequate water must be provided to maintain existing wetlands and associated habitats.

Specific terms and requirements for the expansion of the aquaculture operation and extraction of groundwater are described in the Conservation Easement. When/if the County receives approval from ESLT for its expanded aquaculture plans, including the Aquatic Species Recovery Area, it will provide a proposed update to this Management Plan describing the new operations and the Water Study and monitoring program. The County will keep the Management Plan updated, describing any phased construction of the aquaculture expansion and the results of groundwater monitoring. The annual Operations Plan will include proposed levels of groundwater extraction, if any, based on the Annual Groundwater Monitoring Program created in the Water Study.

(ii) Livestock-grazing

Pursuant to the terms of its lease (Exhibit F), the current grazer (F.I.M. Corp) brings sheep onto the property once sufficient pasture has developed through irrigation utilizing the property's surface water rights. (See also Irrigation discussion below.) The northern portion of the property is irrigated to create pasture using the County's water rights under the Walker River

decree, specifically through a diversion from Virginia Creek at the top of Conway Summit. That northern portion is ordinarily the first area to be grazed in any season. The other area grazed each year, generally later in the season, is Mattly Ranch. Mattly is irrigated for pasture using the County's water rights under the Mill Creek decree. This is the same water source utilized for aquaculture, as described below. The County has the right to make or change arrangements for sheep grazing with parties other than the current sheep-grazer.

As provided in the Sheep Grazing Lease, the following "Land Use Policies and Restrictions" shall apply:

Property Management:

- (1) Salt or supplements for sheep should not be placed close to water, riparian zones, or known habitats of sensitive plants or wildlife species.
- (2) No fencing shall be constructed without the consent of the Conway Ranch Caretaker.
- (3) Sheep will be herded. Sheep should be moved on the property in a manner that will leave a minimum of four inches of key forage plant species on the property. Rotation of use areas will be achieved whenever practicable.
- (4) Sheep bedding grounds will not be within 250 feet from any historical structure, spring sources, natural wetlands, or the creek.
- (5) Lessee shall comply with any directive given to it by Lessor made in response to an action taken or designation made by an agency of the United States. In that event, Lessee may request Lessor to reduce the rent to be paid by the Lessee for its use of the property.

Water Quality

- (1) Spring sources, natural wetlands and creeks should be avoided. Sheep should be kept at least ten feet away from these areas.
- (2) Sheep and herders shall not disturb the fish raceways or other fish rearing facilities and shall not come within 100 feet of raceway areas.
- (3) All irrigation and movement of water will be managed by the Irrigation Specialist (described below) who will be designated by the County. The sheep grazer shall use their best efforts to assist the Caretaker with irrigation issues when the Caretaker requests such assistance.

Current best management practices, as defined by the NRCS, will be considered when updating the Sheep Grazing Lease, and when evaluating the condition of the grazing lands during annual monitoring. In addition, the County will consider concerns and recommendations of state and federal fish and wildlife agencies regarding possible impacts of sheep grazing on Sierra Nevada Bighorn Sheep and sage grouse.

(iii) Irrigation

As noted above, the property is irrigated by surface water from two sources: Virginia Creek (part of a federal decree governing the Walker River system) and Mill Creek. There is a diversion structure at the Lundy hydroelectric powerhouse that allows water flow to be directed toward Mattly, Wilson Creek, and/or into the "return conveyance" that returns water to Mill Creek. The primary purpose of all such irrigation is creation of pasture for wildlife and livestock grazing. The secondary purpose of the irrigation is maintenance of certain irrigated meadows on the Property. Irrigation has typically been performed by a contractor for the County known as the "water master" or "irrigation specialist." Tasks performed by the contractor include coordinating releases and conveyance of water from their sources to the portions of the Property being irrigated and, with the prior consent of the County, performing routine maintenance of the

irrigation system. Such maintenance includes, but is not limited to, cleaning out and repairing ditches and sedimentation basins, managing water flows, and keeping head gates (diversion structures) in good repair. The contractor may also perform other property maintenance with the County's consent, such as fence-mending. At times, the irrigation contractor has also been the same party engaged in sheep-grazing or aquaculture on the Property. The County has the right under this Management Plan to make and change any such contractual arrangements for irrigation as it deems appropriate, provided that the level and at nature of such irrigation activities remains consistent with past practices and does not diminish or impair Conservation Values.

Non-routine maintenance and improvements of the irrigation system will be described in the County's annual Operations Plan.

(iv) CDFW Streambed Alteration Agreement (1600 Permit) Requirements

As a condition of approving the County's installation of the Bell diversion pipeline, the California Department of Fish and Wildlife required the implementation of certain "compensatory measures" and "reporting measures" which are set forth in a Streambed Alteration Agreement and related enhancement plan developed by the County and IAG in conjunction with California Department of Fish and Wildlife (See Notification No. 1600-2012-0033-R6, incorporated herein by this reference). Such activities include releases of water into the former Bell diversion ditch for the benefit of willow habitat. The County is also responsible for creating between 9.5 to 15 acres of wetland, as per Article 3.1 of the Agreement.

(v) Noxious Plants

Noxious plants are defined by the California Food and Agriculture Code as any species of plant that is, or is liable to be, troublesome, aggressive, intrusive, detrimental, or destructive to agriculture, silviculture, or important native species and is difficult to control, or eradicate.

The Sheep Grazing Lease (Exhibit G) addresses weed issues with the following provisions:

- (1) Lessee will confer with Caretaker (who will be designated by Mono County and may change from time to time) to understand the locations of weed outcroppings on Conway Ranch.
- (2) Avoid driving through weed-infested areas.
- (3) Remove weeds from vehicles by washing thoroughly on a paved area or in a car wash.
- (4) Avoid disturbing native vegetation or creating seedbeds (open areas) when possible. This especially applies to sheep bedding areas where weed control will be necessary to reduce the likelihood that invasion occurs into adjacent stands of native vegetation.
- (5) Avoid grazing in areas where weed seed is ripe.
- (6) Remove and dispose of weed seeds from stock portion of the plant if grazing accidentally occurs in a weed infested area.
- (7) Carefully check livestock for weed seed and remove it before the animals are transported onto the Conway Ranch property.

(vi) Mono County – Bureau of Land Management Memorandum of Understanding for Collaborative Management of the property

A Memorandum of Understanding between Mono County and the Bureau of Land Management (BLM) for the cooperative management of Conway Ranch was entered into on May 8, 2008 and continues to be in effect (Exhibit G).

(b) Public access, public recreation, public education, and infrastructure related to such uses.

As described more fully in Chapter 13.40 of the Mono County Code, which is incorporated herein by this reference, the public has free access to portions of the Property outside of the “licensed fish-rearing and fishing area” (described in Chapter 13.40). Public recreation is permitted in those portions of the Property except those activities that are expressly prohibited by Section 13.40.020. Access into the “licensed fish-rearing and fishing area” requires the express permission of the County or its authorized agents, employees, contractors, lessees, or licensees; but with such permission, there has in the recent past been a “pay to fish” form of public recreation conducted within that area by a nonprofit entity pursuant to a separate agreement with the County.

There are no formal public education programs or activities managed by the County at this time.

County shall have the right to continue to authorize any such activities by nonprofit entities that are consistent with the Conservation Easement, and will include information about such authorization in the annual Operations Plan.

Public use of the property is governed by a Mono County Ordinance (Chapter 13.40 Public Use of Conway Ranch), which was enacted June 7, 2011 (Exhibit ____). The prohibitions include:

13.40.020 Prohibitions.

- A. Except as set forth below in subdivision (B), the following activities are unlawful and prohibited on Conway Ranch:
 - 1. Entering or occupying the licensed fish-rearing and fishing area without the express permission of the county or its authorized agents, employees, contractors, lessees, or licensees.
 - 2. Creating or using a campfire or any other fire.
 - 3. Shooting, firing, or otherwise discharging a firearm, including but not limited to hunting and target practice, within the licensed fish-rearing and fishing area. Shooting, firing, or otherwise discharging a firearm is also prohibited within a one hundred fifty-yard buffer zone, defined above, around the north, northeastern, and western boundaries of this licensed area.
 - 4. Removing any form of real or personal property, including but not limited to buildings and fixtures or any portions thereof, fences, wood, plants, or artifacts of any kind.
 - 5. Defacing or otherwise damaging any real or personal property, including but not limited to buildings and fixtures.
 - 6. Taunting, vexing, or intentionally worrying any sheep, fish, or other agricultural animals.
 - 7. Driving or riding a vehicle, as defined (including bicycles), except on existing roads and parking areas. This prohibition does not apply to over-the-snow vehicles.
- B. Exception. The foregoing prohibitions shall not apply to the county or its authorized agents, employees, contractors, lessees, or licensees, nor shall they be construed as preventing any person

from entering, occupying, or utilizing Conway Ranch or the licensed fish-rearing and fishing area in accordance with any permission granted to them by the county or by its authorized agents, employees, contractors, lessees, or licensees.

(c) Protection of historic resources

When funding and other resources are available, the County may engage in activities to restore one or more of the historic buildings on the Property. Otherwise, there is no formal program for protection of historic resources. The County will include a description of any proposed restoration of historic resources in the annual Operations Plan.

(d) Any alternate nonprofit or county commercial use of the property other than aquaculture or grazing

As noted above under Section 2 (regarding public recreation), there has previously been a “pay to fish” form of public recreation within that area by a nonprofit entity pursuant to a separate agreement with the County. The fishing activities have occurred in ponds on the Property. Temporary buildings have been used in conjunction with such activities. County shall have the right to continue to authorize any such activities by nonprofit entities that are consistent with the Conservation Easement.

Any other commercial activities are required to be non-motorized activities, other than film production which must utilize existing roads, that do not require any surface alteration or other development of the land and that do not impair the Conservation Values on the property. Any monetary proceeds from such commercial activities will be dedicated to the maintenance and operation of the property. Any proposed other commercial activities will be described in the annual Operations Plan.

(e) Construction, maintenance, and repair of the property’s roads and trails

The County has no regular program for construction, maintenance, or repair of roads or trails on the Property. The County may, as necessary, authorize a contractor to perform such tasks in a manner consistent with the Conservation Easement.

(f) Communications with funders, lessees, easement holder, and regulatory agencies

The County shall designate a staff person to be the lead contact person for communications with funders, lessees, licensees, the easement holder, and regulatory agencies. That staff person may utilize other staff persons, including county counsel, to assist with such communications. The County may change its designated staff person at any time, and shall notify Grantee of any such change.

(g) Restoration, enhancement, and study of natural resources (if desired or required by the easement or regulatory agencies)

As discussed above under Section 1(a)(iv), certain enhancement activities are required by a 1600 permit (Streambed Alteration Agreement) with California Fish and Wildlife. From time to time, upon request, the County has permitted scientists to study natural resources of the Property in a manner that does not diminish or impair Conservation Values. In addition, representatives from

regulatory agencies sometimes access the Property to observe its condition. Other than that, there are no ongoing activities to restore, enhance, or study natural resources.

(h) Property Restoration Upon Cessation of Aquaculture or Livestock Grazing Operations

In the event that Mono County and ESLT agree that aquaculture and/or livestock grazing operations on the property have permanently ceased or been significantly downsized, the Conservation Easement requires that restoration activities be conducted to allow any disturbed or improved portion of the land where the activity has permanently ceased to return to a natural or semi-natural condition consistent with the Conservation Values on the remainder of the land. The parties will work together to create a comprehensive restoration plan that will be funded and implemented by Mono County, with assistance by the ESLT as possible.

Structures:

- All unused sheds, buildings, fences, and aquaculture infrastructure that are not considered historic or otherwise important should be deconstructed and removed in a timely manner.

Vegetation:

- Following the removal of aquaculture infrastructure and agricultural fences and structures, the impacted area is to be restored with the goal of enhancing the natural, open space, and habitat values of the property.

Irrigation:

- Mono County will continue to provide irrigation to existing meadows and wildlife habitat.

(i) Any other activities and uses

From time to time and as deemed necessary, the County may itself, or through contractors, engage in any of the following property management activities:

- Inspect Property perimeter gates, fences, and roads to detect evidence of trespassing, vandalism, dumping of trash, erosion, and off-road activity.
- Maintain perimeter gates and fences in good working order, including but not limited to mending broken fences as necessary.
- Prevent fire hazards on the Property.
- Security and safety measures.

Such property management activities will be described in the annual Operations Plan and will be consistent with the Conservation Easement.

IV. REFERENCES

(a) Plan Preparers

This plan was prepared by Dan Lyster, Mono County Economic Development Director, Marshall Rudolph, Mono County Counsel, and Karen Ferrell-Ingram, Project Manager with Eastern Sierra Land Trust. Aaron Johnson, ESLT Lands Director, and Kay Ogden, ESLT Executive Director also contributed.

(b) Table of NRCS Conservation Practice Standards

NRCS CONSERVATION PRACTICE STANDARDS		
PRACTICE NAME	CODE	Year Completed
Fence	382	
Fish Raceway or Tank	398	
Grade Stabilization Structure	410	
Irrigation Water Conveyance, Plastic Underground Pipeline	430EE	
Irrigation Water Management	449	
Range Planting	550	
Access Road	560	
Sedimentation Basin	646	
Prescribed Grazing – Irrigated Pasture (CA)	528B	
Prescribed Grazing – Perennial Rangeland (CA)	528C	
Prescribed Grazing – Wetlands	528D	
Structure for Water Control	587	
Pest Management	595	
Water and Sediment Control Basin	638	
Improved Water Application	743	

(c) Other Resources

NRCS Field Office Technical Guide, detailed descriptions of Conservation Practice Standards and Specifications: <http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/technical/fotg/>



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

Departments: Board of Supervisors, County Counsel, Public Works

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute Board discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Marshall Rudolph, Tony Dublino

SUBJECT Caltrans MOU amendment

AGENDA DESCRIPTION:

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

Proposed Fourth Amendment to Memorandum of Understanding between the California Department of Transportation and Mono County pertaining to Conway Ranch. Said amendment would address an issue that has recently arisen between the parties regarding Lot B in the Conway Ranch subdivision.

RECOMMENDED ACTION:

Approve County entry into proposed Fourth Amendment to Memorandum of Understanding between the California Department of Transportation and Mono County pertaining to Conway Ranch, and authorize Board Chairman to sign said Fourth Amendment on behalf of the County.

FISCAL IMPACT:

\$961.50.

CONTACT NAME: Marshall Rudolph

PHONE/EMAIL: (760) 924-1707 / mrudolph@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 re fourth amendment](#)

[Fourth Amendment](#)

- [Water system conveyance agreement](#)
- [Caltrans MOU](#)
- [MOU third amendment](#)
- [Lot B appraisal](#)

History

Time	Who	Approval
7/10/2014 1:20 PM	County Administrative Office	Yes
7/10/2014 11:32 AM	County Counsel	Yes
7/9/2014 6:20 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo
Christian Milovich

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: July 15, 2014

RE: Proposed Fourth Amendment to Memorandum of Understanding between the California Department of Transportation and Mono County pertaining to Conway Ranch.

Recommendation:

Approve County entry into proposed Fourth Amendment to Memorandum of Understanding between the California Department of Transportation and Mono County pertaining to Conway Ranch, and authorize Board Chairman to sign said Fourth Amendment on behalf of the County.

Fiscal/Mandates Impact:

\$961.50.

Discussion:

As the Board is aware, the County is currently in the process of effectuating the requirements of an MOU with Caltrans, a copy of which is enclosed for reference. The MOU has previously been amended three times in order to extend the deadline for implementation of MOU requirements. An issue has recently arisen related to Lot B in the Conway Ranch subdivision. Lot B was included in the total property acquired by the County from The Trust For Public Land and, at that time, was already improved as the site of a well and water system for the parcels in the Conway Ranch subdivision. Shortly thereafter, the County conveyed Lot B via quitclaim deed to a newly-created Conway Ranch Homeowners' Association. An unsigned copy of the agreement

pertaining to that conveyance is enclosed and it contains many recitals explaining the reasons for the conveyance.

Caltrans only recently became aware of that conveyance and has determined that the County should pay Caltrans the sum of nine hundred and sixty-one dollars and fifty cents (\$961.50) pursuant to the underlying grant agreement. That dollar figure was derived by Caltrans based as being 38.46% of the property's estimated "nominal value" of \$2,500 (determined by Caltrans' in-house appraiser, whose appraisal memo is enclosed). The figure of 38.46% was the percentage of funding contributed by Caltrans-administered grants to the original purchase price.

Caltrans has proposed, and the County's working group on the Conservation Easement concurs, that it is logical and appropriate to resolve this issue now, as part of the MOU, by simply incorporating Lot B into the repayment acreage.

If you have any questions regarding the foregoing, please feel free to call me at (760) 924-1707.

Encl.

FOURTH AMENDMENT OF THE CONWAY RANCH MOU

THIS FOURTH AMENDMENT OF the Conway Ranch Memorandum of Understanding (FOURTH AMENDMENT) is ENTERED INTO as of July 15, 2014, between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the COUNTY OF MONO, a political subdivision of the State of California, referred to herein as "COUNTY". The State and County are sometimes referred to herein as "the parties."

RECITALS

1. The parties hereto entered into a Memorandum of Understanding (MOU) on May 20, 2013 defining the terms and conditions regarding the Conway and Mattly Ranches.
2. By previous amendments of the MOU, the deadline for implementation of the provisions of the MOU was extended until September 1, 2014. Meanwhile, an issue has arisen between the parties that they wish to incorporate into the MOU through this amendment, pertaining to lot B in the Conway Ranch subdivision (APN 019-210-060).

IT IS THEREFORE MUTUALLY AGREED

1. The following paragraph is added to the end of the "Recitals" portion of the MOU:

"In addition to and notwithstanding the foregoing, the parties have agreed to include Lot B with the 75 acres to be removed from the delineated grant area thereby freeing Lot B from current restrictions."
2. The first sentence of the paragraph in the "Roles and Responsibilities" portion of the MOU that begins with "The cost of repayment for the 75 acres . . ." (previously the fourth paragraph) is amended to read as follows: "The cost of repayment for the 75 acres and Lot B of the Conway Ranch that includes the fish rearing portion is \$96,761.50."
3. The first sentence of the paragraph in the "Roles and Responsibilities" portion of the MOU that begins with "Caltrans will fund half of the cost . . ." (previously the fifth paragraph) is amended to read as follows: "Caltrans will fund half of the cost of the Stewardship Fund to the Eastern Sierra Land Trust, which is not to exceed \$17,500, and will be payable directly to ESLT from Mono County from the \$96,761.50 due to Caltrans, thereby reducing the amount payable to Caltrans to \$79,261.50."
4. The first sentence of the paragraph in the "Roles and Responsibilities" portion of the MOU that begins with "The existing *Agreement Declaring Restrictive Covenants* . . ." (previously the sixth paragraph) is amended to read as follows: "The existing *Agreement Declaring Restrictive Covenants* will be amended to change the legal description of the real property encumbered by said agreement (in order to exclude the subject 75-acre portion and Lot B)."
5. Exhibit A of the Agreement will be modified to identify Lot B to be released.
6. All other terms and conditions of the MOU not hereby amended remain in full force and effect and are hereby incorporated by reference and reaffirmed by the parties.

EXECUTION

The parties have executed and entered into this Fourth Amendment through their authorized representatives whose signatures are below.

Mono County

Approved as to form:

By: Larry K. Johnston, Chairman
Board of Supervisors
Dated: _____

Marshall Rudolph, County Counsel

California Department of Transportation

THOMAS P. HALLENBECK
District 9 Director
Dated: _____

FREE RECORDING REQUESTED BY
MONO COUNTY PURSUANT TO
GOVERNMENT CODE SECTION 27383

WHEN RECORDED MAIL TO:

COUNTY OF MONO
Attn: Marshall Rudolph, County Counsel
P.O. Box 3329
Mammoth Lakes, CA 93546

**CONWAY RANCH WATER SYSTEM
CONVEYANCE AGREEMENT**

This Agreement is entered into this 7th day of September, 1999, by and between the County of Mono, a political subdivision of the State of California ("the County") and the Conway Ranch Homeowners Association, a nonprofit unincorporated association duly formed and existing under applicable California laws ("the Association"). The County and the Association are referred to collectively in this Agreement as "the parties hereto."

I Recitals

1. The addresses and telephone numbers of the parties to this Agreement are set forth below. Telephone and facsimile numbers are included for information only.

The Association:

Conway Ranch Homeowners Ass'n
Attn: John Frederickson, President
P.O. Box 26
June Lake, CA 93529
Tel: (760) 648-1189

County:

County of Mono
Energy Management Division
P. O. Box 347
Mammoth Lakes, CA 93546
Tel: (760) 924-5450
Fax: (760) 924-5458

Copies of any notice to the Association shall also be sent to:

James S. Reed
P.O. Box 3337
Mammoth Lakes, CA 93546
Tel: (760) 934-4558
Fax: (760) 934-2530

Copies of any notice to County should also be sent to:

Office of the County Counsel
P. O. Box 3329
Mammoth Lakes, CA 93546
Tel: (760) 924-5450
Fax: (760) 924-5458

2. The Association's members (sometimes referred to herein as "the homeowners") own eight lots within a residential subdivision located in the Mono Basin area of the County, as described more particularly in Sections 5.01 and 4.01 of the Association's Articles of Association (sometimes referred to hereinafter as the "lots" or the "subdivision lots"). Those lots receive their water from a small water system designed and built to exclusively serve the subdivision ("the water system"). The wells, pumps, and other associated system equipment and fixtures are located primarily on a separate lot within the subdivision ("the water-system lot").

3. In 1997, all subdivision lots other than those currently owned by the Association's members, including the water-system lot, were acquired by the Trust For Public Land, a California nonprofit public benefit corporation ("TPL"), along with other adjacent real property known generally as the Conway Ranch ("the Conway Ranch").

4. In 1998, the County purchased a portion of the Conway Ranch from TPL, which included the water-system lot and all other subdivision lots then owned by TPL. As part of that purchase, the County also received the sum of seventeen thousand dollars (\$17,000) as a "water system endowment" for purposes of repairing, operating, and maintaining the water system. The County did not desire to acquire or own the system due to, among other things, the time and money required to operate, repair, and maintain it, the legal burdens and responsibilities associated with system ownership, and the potential exposure to liability for system failures. For those same reasons, TPL likewise did not desire to retain the system and insisted that the County acquire it as part of the total property purchase. TPL and the County discussed the desirability and feasibility of TPL simply transferring the water system directly to the Conway Ranch homeowners, rather than the County, but at that point the homeowners had not yet formed an association or other legal entity capable of receiving title to the system. Thus, the County was reluctantly "forced" to take the system as part of the purchase, but did so with the expressed intention of transferring it to the homeowners as soon as they formed the necessary legal entity to receive title.

5. On or about August 18, 1999, the homeowners duly formed the Association for the purpose, among other things, of accepting title to the water system and related property, including the water-system lot and any water system endowment funds still on hand and not already spent or committed by the County as of the date the deed from the County conveying title to the Association is duly recorded in the official records of the County. The County desires to convey such property to the Association, and the Association desires to receive it, on the terms and conditions of this Agreement.

6. The water-system lot and the improvements thereon (hereinafter referred to as "the Property"), and any interest of the County therein, are not necessary for county purposes or other public purposes and their estimated value does not exceed ten

thousand dollars (\$10,000). Thus, pursuant to Section 25526.5 of the Government Code, the County may quitclaim and convey such real property and interests therein to the Association in the manner and upon the terms and conditions approved by the Board of Supervisors, as set forth in this Agreement, without further compliance with any other sections of Article 8 of Chapter 5 of Division 2 of Title 3 of the Government Code (commencing with section 25520).

7. The County has complied with Government Code Section 65402(b) with respect to the proposed disposition of the Property. And the Property constitutes exempt surplus land for purposes of Article 8 of Chapter 5 of Part 1 of Division 2 of Title 5 of the Government Code (commencing with section 54220), thus compliance with the requirements of said Article 8 is not required.

8. The proposed disposition of the Property will not potentially result in a direct or indirect physical change to, or significant effect upon, the environment, thus it is exempt from the requirements of the California Environmental Quality Act (CEQA) because it does not constitute a "project." (14 Cal. Code of Regs § 15061(b).)

II Terms and Conditions

Based on the foregoing recitals, the parties hereto AGREE as follows:

1. On the date this Agreement is duly executed by both parties, or as soon thereafter as reasonably practicable, the County will convey and quitclaim its interests in the Property to the Association through a quitclaim deed recorded in the official records of Mono County. An example of the quitclaim deed is attached hereto as Exhibit "A" and incorporated herein by this reference. The Association will accept said conveyance and recording.

2. On the date the aforementioned quitclaim deed is Agreement is duly recorded, or as soon thereafter as reasonably practicable, the County will transfer to the Association, by check or electronic transfer (in the County's option), any remaining water-system endowment funds still on hand and not yet spent or committed by the County as of that date. The County estimates the total amount of such funds to be at least ten thousand dollars (\$10,000), but cannot guarantee the actual amount of funds that will be available.

3. The Property is being provided by the County in "as-is condition" without any warranties or guarantees of any kind, including but not limited to the fitness or suitability of the Property for the Association's purposes. No patent or latent defect in condition of the Property, whether or not known or discovered, shall affect the rights of either party hereto. The Association agrees to accept the Property without any

warranties or representations of County, expressed or implied regarding its condition, including without limitation: the physical condition of the soil, the presence of hazardous substances (as defined in paragraph 4 of this Agreement), other physical characteristics, and compliance with any statutes, ordinances or regulations, exact acreage and boundary lines, extent and nature of conditions, restrictions or encumbrances to title, location of easements and rights of way, encroachments, access, water supply and drainage.

4. The term "Hazardous Substance(s)" as used in this Agreement means any substance which is: (1) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law; (2) a petroleum hydrocarbon, including crude oil or any fraction thereof; (3) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant; (4) regulated pursuant to any Environmental Law(s); (5) any pesticide regulated under state or federal law; or (6) any tank or container which contains or previously contained any Hazardous Substance(s). The term "Environmental Law(s)" means each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety or the environment, now and forever.

5. The Association is hereby deemed to have made its own independent investigations of the Property with regard to its physical, geological and environmental condition and/or the presence of Hazardous Substances as the Association deems appropriate. Accordingly, the Association fully and finally releases and discharges the County, its officers, directors, employees, successors and assignees, and waives and relinquishes any and all rights and remedies the Association may now or hereafter have against the County, its officers, directors, employees, successors and assignees, whether known, unknown, or unforeseen, with respect to any past, present or future presence or existence of Hazardous Substances on, under or about the Property or with respect to any past, present or future violations of any rules, regulations or laws, now or hereafter enacted, regulating or governing the use, handling, storage or disposal of Hazardous Substances, including, without limitation, any and all rights and remedies the Association may now or hereafter have under: (1) the federal Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") (42 USC §9601 *et seq.*), as amended, and any related or similar law, rule or regulation; (2) under the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code, Section 25300 *et seq.*), as amended and any related or similar law, rule or regulation; and (3) common law.

6. The County hereby assigns, transfers, and conveys to the Association, and

the Association hereby assumes, any and all of the County's current legal and equitable obligations (if any) as owner of the Property or otherwise to provide water or water service of any kind or description to the Association, its members, or the subdivision lots owned by the Association's members. The Association further agrees, on behalf of itself and its members, to hold the County harmless and to indemnify and defend it with respect to any claims, lawsuits, proceedings, damages, or losses of any kind (including litigation costs and attorneys fees) that the County may incur after the date the deed conveying the Property is recorded, contending or alleging that the County has (or has breached) any legal or equitable obligation to provide water, through the water system or any other means, to the Association, its members, or the subdivision lots owned by the Association's members.

7. As a further material inducement to and as additional consideration for the County to enter into this Agreement, the Association hereby irrevocably and unconditionally releases, acquits, and forever discharges the County and its successors, predecessors, assigns, officers, employees, agents, representative, attorneys, and affiliated entities, and all persons acting by, through, under or in concert with them, from any and all charges, grievances, complaints, claims, liabilities, obligations, promises, agreements, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs) actually incurred of any nature whatsoever, known or unknown, suspected or unsuspected which the Association or its members, or any related person or entity, now has, owns or holds, or claims to have, own or hold, against the County or any of the other related persons or entities with respect to supplying water of any kind or description to the Association, its members, or the subdivision lots owned by the Association's members. Through this release, the Association waives all rights given by Section 1542 of the California Civil Code which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement."

8. Should the County ever desire water from the water system for purposes of any future development of the Conway Ranch property or portion thereof, and a supply of water in excess of the amount then needed for the Association's members is both available and feasible to provide, then the Association agrees to provide such water to the County at a reasonable charge not to exceed its actual costs and/or to allow the County or its successors-in-interest to become members in good standing of the Association for purposes of receiving such water service.

9. This Agreement shall be governed in all respects by the laws of the State of California.

10. This Agreement is binding on the successors and assigns of the County

and on the successors and assigns of the Association and its members. It is the parties' mutual intent that the Association's obligations pursuant to this Agreement shall run with the land and thereby bind any and all of the Association's members, grantees, devisees, heirs, purchasers, or other successors-in-interest to lots owned by the Association and its members. The Association does hereby covenant to use its best efforts to advise any potential purchasers of said lots of the existence and terms of this Agreement. In the event that a court were ever to invalidate the covenant running with the land contemplated by this Agreement, then the parties express their intent that the Association's obligations and covenants shall instead constitute an equitable servitude and thereby bind any and all of the Association's members, grantees, devisees, heirs, purchasers, or other successors-in-interest to the subdivision lots owned by the Association and its members

11. To further ensure that all future owners of the subdivision lots presently owned or hereby acquired by the Association and its members have notice of this Agreement, an executed original copy of the Agreement shall be recorded in official records of the County of Mono with respect to said subdivision lots.

12. The parties hereto shall execute, acknowledge, and deliver any other instrument and perform any other act necessary to carry out the purposes of this Agreement.

13. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto personally by hand, by courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth above in Recital 1. All notices shall be deemed given or delivered: (a) if sent by mail, when received by the party to be notified; or (b) if delivered by hand, courier service or Express Mail, when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.

14. In the event either party defaults in the performance of any of its obligations under this Agreement, the other party shall be entitled to pursue such remedies as are provided in this Agreement or by law or equity.

15. Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the Parties to this Agreement, the party against whom the claim is asserted will hold the other party harmless from said claim.

16. This Agreement constitutes the entire agreement between County and the Association pertaining to the subject matter contained in it and supersedes all prior and

contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect, provided that the intent of the parties shall not be impaired thereby.

18. The Association acknowledge that this Agreement is entered into and executed voluntarily and without duress or undue influence on the part or on behalf of the County. The parties further acknowledge that they have been or have had the opportunity to be represented by legal counsel with respect to the negotiation and preparation of this Agreement or have knowingly waived their right to do so, and that they are 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 as the drafter of this Agreement.

19. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

III Execution

IN WITNESS of the foregoing provisions, which the undersigned have read and understood, the Parties have signed this Agreement below through their authorized agents or representatives:

THE ASSOCIATION:

THE COUNTY:

By: _____
John Frederickson, President

By: _____
Joann Ronci, Vice-Chair
Board of Supervisors
APPROVED AS TO FORM:

APPROVED AS TO FORM:

James S. Reed, Association Attorney

Marshall S. Rudolph, County Counsel

FREE RECORDING REQUESTED BY
MONO COUNTY PURSUANT TO
GOVERNMENT CODE SECTION 27383

WHEN RECORDED MAIL TO:
COUNTY OF MONO
Attn: Marshall Rudolph, County Counsel
P.O. Box 3329
Mammoth Lakes, CA 93546

THIS CONVEYANCE IS EXEMPT FROM ANY DOCUMENTARY TRANSFER TAX
PER CALIFORNIA REVENUE AND TAXATION CODE SECTION 11922

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the **COUNTY OF MONO**, a political subdivision of the State of California ("Grantor"), does hereby remise, release, and quitclaim to the **CONWAY RANCH HOMEOWNERS ASSOCIATION**, a nonprofit unincorporated association duly formed and existing under applicable California laws ("Grantee"), all of its right, title, and interest in and to that certain parcel of real property, including any and all fixtures and improvements thereon, situated in Mono County, State of California, and described as Assessor's Parcel Number 19-210-60 and also described as Lot B in Tract No. 34-13, in Book 9, pages 53 to 53H, inclusive, of maps, in the office of the County Recorder of said County.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day
of _____, 1999.

GRANTOR:

COUNTY OF MONO, a political
subdivision of the State of California

By: JOANN RONCI, Vice-Chair
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

RENN NOLAN, Clerk-Recorder
Ex Officio Clerk of the Board of Supervisors

MARSHALL S. RUDOLPH,
Mono County Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND
MONO COUNTY**

This Memorandum of Understanding (MOU) is entered into, by, and between the California Department of Transportation (Caltrans) and the County of Mono, a political subdivision of the State of California (sometimes referred to herein as "Mono County" or "the County").

RECITALS

Caltrans and Mono County wish to address land management and fish rearing issues at Conway and Mattly Ranches located in the County (and also described as including APNs 019-100-008, 019-100-019, 019-100-020, 019-110-016, 019-110-018, 011-200-010, 011-200-009, 011-280-021 and lots within the Conway Ranch subdivision also known as lots A, B, 5 through 14, inclusive, 17 through 21 inclusive and lots 24 through 108, inclusive, in tract number 34-13, in book 9, pages 53 to 53H, inclusive, of maps in the office of the County of Mono Recorder). Mono County purchased the Conway and Mattly Ranches (sometimes referred to collectively herein as "Conway Ranch" or "the property") in part using grants from Caltrans that identify certain restrictions and allowable uses of the land, some of which are set forth in an *Agreement Declaring Restrictive Covenants* that was recorded against a portion of the Conway Ranch property.

Through discussions with Mono County, it has become apparent that the restrictions imposed by the grants received by Mono County for the purchase of the property do not allow for full realization of the potential and needs of the fish rearing operation.

The current fish rearing facility located on Conway Ranch falls within a 185 acre area that was purchased with Environmental Enhancement and Mitigation Program (EEMP) Cycle 7 funding. The County's acceptance of the grant funds for use in purchase of the ranches came with certain resource protections and restrictions.

To help the County in realizing both the economic and tourist based fish rearing potential the ranches offer and to address land management concerns, Caltrans proposes to allow for repayment of a portion of the EEMP Cycle 7 grant received by Mono County, thereby removing approximately 75 acres of the Conway Ranch from the delineated grant area and freeing current restrictions imposed by the grant (see Exhibit A).

ROLES AND RESPONSIBILITIES

As a condition of approval by Caltrans for the removal of 75 acres from the grant restrictions and as agreed to by both parties, Mono County will grant a conservation easement for the remaining portions of both the Conway and Mattly Ranches to the Eastern Sierra Land Trust (see Exhibit A). For purposes of satisfying this condition, Mono County is only required to include in the *Conservation Easement* provisions reiterating and potentially clarifying the existing restrictions and requirements of the Caltrans-administered grants that will still be applicable to various

portions of the property (outside of the 75 acres) and the Eastern Sierra Land Trust will only be responsible for ensuring that future uses and management of the property are consistent with those existing restrictions and requirements.

The County will retain all of its current authority and control over the property (including its water rights). It is understood that the *Conservation Easement* will not confer on the Eastern Sierra Land Trust any authority to manage any portion of the Conway Ranch property nor to direct or compel the County or any third party to engage in any activity on the property (except to remedy violations of easement restrictions and requirements), nor to permit any third party to enter or occupy the property or to perform any activity there without County consent, in accordance with the *Conservation Easement*.

Caltrans understands that Mono County will be required to provide notice and/or seek approval of the *Conservation Easement* from one or more of the other agencies or entities who provided grant funding for the County's purchase of Conway Ranch property portions (e.g., the California Department of Parks and Recreation and the National Fish & Wildlife Foundation). If any such agency or entity objects to the *Conservation Easement*, then the parties shall meet and confer in an effort to resolve the situation, and neither party shall be deemed in breach of this MOU. If the parties are unable to satisfactorily resolve the situation, then either party may rescind this MOU. Caltrans also understands that one or more of the other agencies or entities who provided grant funding may wish for the County to incorporate into the *Conservation Easement* provisions reiterating and potentially clarifying the restrictions and requirements imposed by their respective grants, and Caltrans hereby consents to the County's inclusion of such provisions.

The cost of repayment for the 75 acres of the Conway Ranch that includes the fish rearing portion is \$95,800. The sum will not be due and payable unless and until Caltrans has approved the terms of the *Conservation Easement* as described below. The County will provide said payment by check payable to "the State of California Department of Transportation" and delivered in person or by mail to:

State of California
Department of Transportation
Cashiering Office - MS 58
P.O. Box 168019
Sacramento, CA 95816-8019

no later than 30 days after Caltrans has notified the County of its approval of the terms of the proposed *Conservation Easement*.

Caltrans will fund half of the cost of the Stewardship Fund to the Eastern Sierra Land Trust, which is not to exceed \$17,500, and will be payable directly to ESLT from Mono County from the \$95,800 due to Caltrans, thereby reducing the amount payable to Caltrans to \$78,300. Mono County is responsible for the remainder (also not to exceed \$17,500). It is understood that the cost of the Stewardship Fund is a one-time expense and that neither Mono County nor Caltrans will be obligated to fund any ongoing or future costs to the Eastern Sierra Land Trust related to the purposes of the Stewardship Fund. Funding of the Stewardship Fund shall occur within 30 days after recording of the *Conservation Easement*.

The existing *Agreement Declaring Restrictive Covenants* will be amended to change the legal description of the real property encumbered by said agreement (in order to exclude the subject 75-acre portion). Said amendment will be recorded against the affected portion of the Property either on the same day or prior to the recording of the *Conservation Easement*.

Caltrans must approve the *Conservation Easement* prior to amending the *Agreement Declaring Restrictive Covenants*. In the event that Caltrans and the County are unable to mutually agree to all of the terms of the *Conservation Easement*, despite their best efforts, then either party may rescind this MOU. In that event, neither party shall have any rights or obligations under this MOU.

Provided the County fulfills its obligations under this MOU, Caltrans agrees to withdraw its notice of noncompliance (and associated letters) and demand for repayment to Mono County for the Conway Ranch. In other words, Caltrans agrees that any issues or allegations that Caltrans actually raised or could have raised regarding the County's compliance with any Caltrans-administered grants applicable to Conway Ranch prior to the parties' entry into this MOU are hereby fully resolved and shall not form the basis of any future allegations or notices of noncompliance by Caltrans nor by any person or entity ostensibly acting on its behalf (e.g., the Eastern Sierra Land Trust).

This MOU becomes effective when fully executed by all parties. The parties have 180 days to implement all provisions of this MOU upon execution. The parties may separately agree to use the services of a third party or escrow to facilitate and coordinate any of the foregoing details of this transaction. This MOU can be terminated, modified, or amended by mutual written consent of all parties. This MOU does not replace or modify any other preexisting MOU between any or all parties. Likewise, future MOUs may be entered into between any or all of the parties notwithstanding this MOU.

EXECUTION

The parties have executed and entered into this MOU through their authorized representatives whose signatures are below.

Mono County



By: Byng Hunt, Chair
Board of Supervisors

Dated: 5-14-13

Approved as to form:

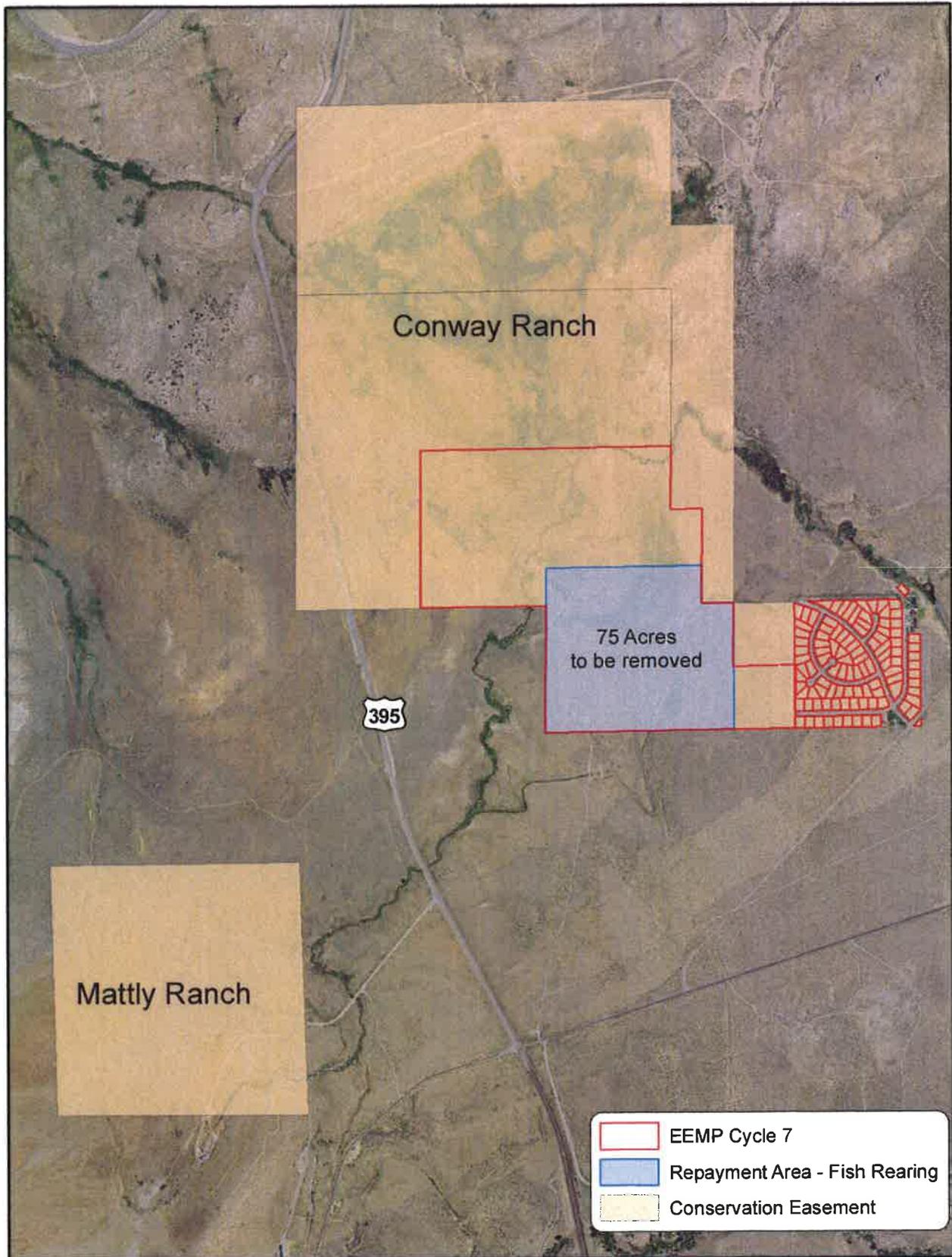

Marshall Rudolph, County Counsel

California Department of Transportation


THOMAS P. HALLENBECK
District 9 Director

Dated: 5/20/13

Exhibit A



National Agricultural Imagery Program; U.S. Department of Agriculture, Farm Service Agency, Aerial Photography Field Office

APR 18 10 42 AM '13



CC1185

Date: 3/13/2013

THIRD AMENDMENT OF THE CONWAY RANCH MOU

THIS THIRD AMENDMENT OF the Conway Ranch Memorandum of Understanding (THIRD AMENDMENT) is ENTERED INTO as of June 10, 2014, between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the COUNTY OF MONO, a political subdivision of the State of California, referred to herein as "COUNTY". The State and County are sometimes referred to herein as "the parties."

RECITALS

1. The parties hereto entered into a Memorandum of Understanding (MOU) on May 20, 2013 defining the terms and conditions regarding the Conway and Mattly Ranches.
2. By previous amendments of the MOU, the deadline for implementation of the provisions of the MOU was extended until July 1, 2014. And while considerable progress has been made toward said implementation, more time is necessary.
3. The parties wish to extend that deadline until September 1, 2014, through this third amendment and to reaffirm their rights, liabilities and obligations assumed under MOU.

IT IS THEREFORE MUTUALLY AGREED

1. The second sentence of the last paragraph of the Roles and Responsibilities section of the MOU (on page 3) is amended again in its entirety to read as follows:

"The parties have until September 1, 2014, to implement all provisions of this MOU upon execution."
2. All other terms and conditions of MOU not hereby amended remain in full force and effect and are herein incorporated by reference and reaffirmed by the PARTIES.

EXECUTION

The parties have executed and entered into this Third Amendment through their authorized representatives whose signatures are below.

Mono County



By: Larry R. Johnston Chairman
Board of Supervisors

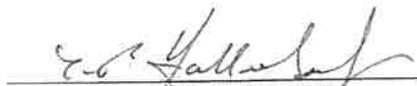
Dated: _____

Approved as to form:



Marshall Rudolph, County Counsel

California Department of Transportation



THOMAS P. HALLENBECK
District 9 Director

Dated: 6/20/14

Memorandum

*Serious drought.
Help Save Water!*

To: THOMAS P. HALLENBECK
District Director

Date: June 29, 2014


From: NANCY ESCALLIER
Senior Right of Way Agent
Bishop Right of Way

File: Conway Ranch

Subject: ESTIMATE OF VALUE FOR CONWAY RANCH SUB-DIVISION WATER PARCEL

The following steps were taken in the development of this estimate of value.

- A field review of the property took place on June 24, 2014.
- Mono County Planner's office was contacted to verify legal uses of this site.
- The Tract Map for the sub-division was reviewed.

SUBJECT PROPERTY

The water parcel, APN 019-210-060, is identified as Lot 'B' of Tract No. 34-13 situated in Mono County, California. It is an oddly shaped parcel consisting of .182 acres, and improved with a well, pump house, and small storage building.

HIGHEST AND BEST USE

The highest and best use of the subject property is as currently improved, which is to serve as the residential water source for the existing sub-division.

ESTIMATE OF VALUE

The subject parcel is part of a 108 parcel sub-division. It is listed as Lot 'B' on the approved Tract Map. Only numbered lots are eligible for development, therefore, as a non-numbered lot, this parcel is not capable of independent development.

The sole purpose of the subject parcel is to provide residential water to the sub-division. While the existence of the subject parcel greatly affects the value of the individual lots in the sub-division, it has minimal intrinsic value.

There does not appear to be 'excess improvements' on the lot that could be sold separately and have stand alone value.

Therefore, it is concluded that the value of the subject parcel is nominal, say \$2,500.

c: Ryan Dermody, District 9 Planning



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

Departments: Community Development

TIME REQUIRED 45 minutes (30 minute presentation;
15 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Michael Sintetos, Renewable Energy
Coordinator, BLM California State
Office

SUBJECT West-Wide Energy Corridor
Workshop

AGENDA DESCRIPTION:

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

Presentation by Michael Sintetos, Renewable Energy Coordinator, BLM California State Office regarding West-wide Energy Corridor (requested by Supervisor Stump).

RECOMMENDED ACTION:

Conduct energy corridor workshop, and provide any desired direction to staff.

FISCAL IMPACT:

No impact associated with workshop.

CONTACT NAME: Scott Burns

PHONE/EMAIL: 924-1807 / sburns@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](#)

[Attachment](#)

History

Time	Who	Approval
7/8/2014 3:12 PM	County Administrative Office	Yes
7/9/2014 11:32 AM	County Counsel	Yes
7/9/2014 6:08 PM	Finance	Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
www.monocounty.ca.gov

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

July 15, 2014

To: Board of Supervisors

From: Brent Calloway, Associate Analyst
Scott Burns, Director

Re: West Wide Energy Corridor Workshop

Recommendation

Conduct energy corridor workshop with Michael Sintetos, Renewable Energy Coordinator, BLM California State Office, and provide any desirable direction to staff.

Fiscal Impact

No impact.

Discussion

This workshop has been scheduled at the request of Supervisor Stump to review the status of energy corridor plans for our region and particularly the status of the West Wide Energy Corridor planning process. Michael Sintetos the Renewable Energy Coordinator with the BLM California State Office, will provide an overview of the corridor planning effort in a morning session with your Board, and then travel to Inyo County for an afternoon workshop with the Inyo County Board of Supervisors.

Initial Community Development Department comments to a request for information are attached. Comments highlight the past local sensitivity to utility corridor proposals in Mono County; environmental concerns such as sage grouse and visual impacts; support for exploring alternative corridor routes; and applicable existing general plan policies.

Please contact Brent Calloway at 760.924.1809 or bcalloway@mono.ca.gov if you have questions concerning the workshop.

Attachment

May 27, 2014 Community Development Response to Request for Information

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
www.monocounty.ca.gov

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

May 27, 2014

TO: Stephen Fusilier, Bureau of Land Management

Re: Response to Request for Information for West Wide Energy Corridor Review

The Mono County Community Development Department appreciates the opportunity to respond to the Request for Information on the West-Wide Energy Corridor (WWEC) Review under way by the Bureau of Land Management, U.S. Department of Interior; Forest Service, U.S. Department of Agriculture; and Office of Electricity Delivery and Energy Reliability, U.S. Department of Energy. We also appreciate that the July 11, 2012 Settlement provides for public input and an open and transparent process with engagement by local governments and other interested parties as part of the procedure for making potential revisions, deletions, or additions to Section 368 Corridors.

Mono County Involvement

To facilitate Mono County involvement in the corridor review, a Mono County Board of Supervisors workshop with the BLM will be scheduled in July to discuss the complex Section 368 WWEC process. As the utility corridors are assessed, additional opportunities are requested to promote local public participation, coordination and collaboration with applicable federal and state agencies. Mono County offers its Collaborative Planning Team, which consists of many affected local, state and federal agencies, as a potential outreach/participation/collaboration tool. With meetings quarterly, we would be happy to schedule a WWEC agenda item; the next CPT meeting is scheduled July 31 in Mammoth Lakes, CA.

Corridor 18-23

Corridor 18-23 passes through sensitive environmental areas of Mono County, including proposed critical habitat for the Bi-State Distinct Population Segment of the Greater Sage Grouse and habitat for the Townsend Long Eared Bat. The corridor passes through and is adjacent to important cultural resources and several designated roadless and wilderness study areas. These areas provide essential connectivity corridors and seasonal migratory habitat for a variety of wildlife including mule deer and important habitat for species that are particular sensitive to disturbance and require very large ranges.

The corridor passes through extremely visually sensitive terrain and is highly visible from several designated scenic highways, locally designated scenic routes and wilderness areas. In addition to the formal protections and constraints provided by these designations, the physical terrain also presents development obstacles. In particular, the northern portion of the corridor in Mono County crosses extremely rugged terrain through which pipeline development would be extremely difficult.

While the Eastern Sierra has a past history of accommodating infrastructure to serve distant populations, this particular corridor traverses sensitive terrain challenging to additional development. The corridor currently accommodates the Pacific DC intertie, but with the issues mentioned above, the feasibility of additional infrastructure development within the corridor, including additional transmission lines or energy development projects, is questionable.

Mono County and its citizens have traditionally expressed concerns on placement of new corridors and possible expansion of existing corridors and energy development projects. Due to our remote location, scenic attributes and local sensitivities, large scale energy development is not anticipated in Mono

County. Significant renewable energy development has already occurred in Mono County, including hydro and geothermal. Recent discussions by our Board of Supervisors have been more focused on the development of a distributed, point of use, energy grid.

Alternative Corridors

We are particularly interested in reviewing appropriate alternatives, such as a corridor through southwestern Nevada. It appears that such a corridor would transverse land less sensitive both environmentally and visually, coincide with other infrastructure including a major state highway, and potentially provide better transmission connectivity from the developing energy resources of central Nevada to the rapidly growing population centers of the Southwest.

Mono County Policy

Existing Mono County policy regarding energy corridors are contained within the Mono County general plan, and are currently under review for updating; applicable policies include:

GOAL 7: Minimize the visual and environmental impacts of electrical transmission lines and fluid conveyance pipelines.

Objective A

Electrical transmission and distribution lines and fluid conveyance pipelines shall meet the utility needs of the public and be designed to minimize disruption of aesthetic quality.

Policy 1: New major steel-tower electrical transmission facilities shall be consolidated with existing steel-tower transmission facilities except where there are technical or overload constraints or where there are social, aesthetic, significant economic, or other overriding concerns.

Action 1.1: Require selection of rights of way to preserve the natural landscape and minimize conflict with present and planned uses of land on which they are to be located.

Action 1.2: Encourage the joint use of transmission and pipeline corridors to reduce the total number of corridors and service and access roads required.

Action 1.3: Require the coordination of siting efforts so that other comparable utility uses can share rights of way in a common corridor where feasible.

Action 1.4: The County shall adopt a proactive position in the future siting of transmission and pipeline corridors by working with utilities and project proponents to specify those locations where transmission corridors are acceptable.

Action 1.5: Cooperate with the USFS and BLM in planning the use of utility corridors.

Policy 2: At the expense of the project proponent, comprehensive and detailed planning studies, including review of all feasible alternatives, shall demonstrate a clear need for new transmission lines or fluid conveyance pipelines, prior to the siting of these facilities.

Policy 3: New transmission or distribution lines or fluid pipelines shall be buried when such burial does not create unacceptable environmental impacts or the potential to contaminate shallow groundwater resources.

Policy 4: Where burial is not possible, transmission facilities and fluid pipelines shall be located in relation to existing slopes such that topography and/or natural cover provide a background where possible.

Policy 5: Transmission line rights of way shall avoid crossing hills or other high points at the crests. To avoid placing a transmission tower at the crest of a ridge or hill, space towers below the crest or in a saddle to carry the line over the ridge or hill. The profiles of facilities should not be silhouetted against the sky.

Policy 6: Where transmission line rights of way cross major highways or rivers, the transmission line towers shall be carefully placed for minimum visibility.

Policy 7: Avoid diagonal alignments of transmission lines through agricultural fields to minimize their visibility.

Policy 8: Require location of access and construction roads so that natural features are preserved and erosion is minimized. Use existing roads to the extent possible.

Policy 9: Require that materials used to construct transmission towers harmonize with the natural surroundings. Self-protecting bare steel and other types of non-reflective surfaces are appropriate

in many areas. Towers constructed of material other than steel, such as concrete, aluminum, or wood should be considered. Coloring of transmission line towers to blend with the landscape should be considered.

Policy 10: Above-ground transmission lines shall be non-specular wire construction.

Objective B

Transmission and distribution lines shall not adversely impact wildlife or fisheries.

Policy 1: New transmission or distribution lines shall avoid open expanses of water and wetland, particularly those heavily used by birds. They shall also avoid nesting and rearing areas.

Policy 2: Avoid the placement of transmission or distribution lines through crucial wildlife habitats, such as deer fawning and migration areas.

Policy 3: Design transmission lines to minimize hazards to raptors and other large birds.

Sage Grouse Information

The Bi-State Action Plan for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment (DPS), March 15, 2012 should be considered as new relevant information for the Regional Periodic Review. With over 82% of Mono County's private property within the proposed critical habitat for the Bi-State DPS, Mono County is pursuing all actions to avoid US Fish and Wildlife Service listing of the sage grouse as threatened or endangered. Mono County's primary focus is participation with the Bi-State Local Area Working Group in implementation of the Bi-State Action Plan and separately seeking legislative solutions to funding the action plan implementation. It should be noted that the Action Plan identifies the existing linear infrastructure such as Corridor 18-32 as a threat to sage-grouse.

Your consideration of these comments is appreciated. We look forward to future coordination and collaboration in the development of the Section 368 Corridor Study, beginning with the July workshop with the Mono County Board of Supervisors. Please call Brent Calloway, Associate Analyst, at 760.924.1809 if you have questions concerning these comments.

Sincerely,

Scott Burns
Director

cc Jim Leddy, CAO
Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

Departments: Finance

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Leslie Chapman

SUBJECT Business License Ordinance
Amendment

AGENDA DESCRIPTION:

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

Proposed ordinance, "An Ordinance of the Mono County Board of Supervisors Adding Section 5.12.030 to the Mono County Code to Create an Exemption from the Payment of Business License Fees for Persons Doing Business in Mono County on Only One Occasion"

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

Immaterial reduction in business license revenue.

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:
Leslie Chapman

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Business License Exemption Ordinance](#)

History

Time	Who	Approval
6/30/2014 12:50 PM	County Administrative Office	Yes
7/1/2014 9:50 AM	County Counsel	Yes
6/30/2014 11:15 AM	Finance	Yes



DEPARTMENT OF FINANCE
COUNTY OF MONO

*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

Date: 7/15/2014

Subject:

Ordinance to create a business license fee exemption for businesses providing services on only one occasion for five days or less

Background:

Currently, there is no relief in the business license ordinance for businesses that come to town to provide one-time services for a short period of time. Some examples from recent experience are the concrete pumping company that came on a moment's notice when the Mono County company was not available, or the company that came and provided training to County employees for a week. These businesses were required, under the current ordinance, to pay the same license fees as an ongoing business in Mono County.

The purpose of a business license fee is to recoup the cost to regulate businesses within the county to determine if they are operating within applicable laws and ordinances; to maintain a safe environment for the general public; and to assure that zoning, building, and fire codes are enforced.

Since the businesses that will be affected by this business license exemption will not be conducting business on an ongoing basis, there is no need to regulate them, and therefore, this exemption seems appropriate.

Recommendation:

Adopt the ordinance as presented or amended.

Fiscal Impact:

There will be an immaterial loss of revenue.



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3 **AN ORDINANCE OF THE MONO COUNTY**
4 **BOARD OF SUPERVISORS ADDING**
5 **SECTION 5.12.030 TO THE MONO COUNTY CODE TO**
6 **CREATE AN EXEMPTION FROM THE PAYMENT OF**
7 **BUSINESS LICENSE FEES FOR PERSONS**
8 **DOING BUSINESS IN MONO COUNTY**
9 **ON ONLY ONE OCCASION**

10 **WHEREAS**, Title 5 of the Mono County Code contains the County's regulations and
11 requirements for business licenses, stating in applicable part:

12 "Every person engaged in carrying on, pursuing or transacting within the county any
13 occupation, business or calling must, before opening or commencing such business,
14 procure a business license and pay a license fee therefor. The license must be renewed
15 annually, at which time a license renewal fee shall be paid. Separate licenses must be
16 procured and separate license fees and license renewal fees paid for each branch
17 establishment or separate business located in the county;" and,

18 **WHEREAS**, Chapter 5.12 sets forth circumstances under which exemptions to the
19 payment of business license fees apply; and

20 **WHEREAS**, the Board of Supervisors wishes to establish an additional exemption
21 from the payment of such fees for persons doing business within the County on only one
22 occasion;

23 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
24 **MONO ORDAINS** that:

25 **SECTION ONE:** Section 5.12.030 is hereby added to the Mono County Code and shall
26 read as follows:

27 "Persons transacting business or providing a service within the County on only one
28 occasion for a period of time not exceeding five business days. The payment of fees by
such persons shall be required prior to any subsequent transaction of business or
provision of service within the County."

SECTION TWO: This ordinance shall become effective 30 days from the date of its
adoption and final passage, which appears immediately below. The Clerk of the Board of
Supervisors shall post this ordinance and also publish it in the manner prescribed by
Government Code Section 25124 no later than 15 days after the date of its adoption and final
passage. If the Clerk fails to publish this ordinance within said 15-day period, then the
ordinance shall not take effect until 30 days after the date of publication.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

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Larry K. Johnston, Chairman
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

Departments: Public Works

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Vianey White

SUBJECT Authorization to Bid for the Topaz Lane Bridge Maintenance Project

AGENDA DESCRIPTION:

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

This project will repair portions of deteriorated timber railing, replacement of abutment and rock slope protection at the Topaz Lane Bridge No. 47C-0005, 0.1 miles east of State Route 395 in the community of Topaz.

Large files will be linked to the website.

RECOMMENDED ACTION:

Approve bid package, including the project manual and project plans, for the Topaz Lane Bridge Maintenance Project. Conditioned upon the County's receipt of approval from the Federal Highways Administration and Caltrans to use Bridge Preventative Maintenance Program funds for the work, authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

Large attachments will be linked on the website.

FISCAL IMPACT:

\$61,971 of FHWA Bridge Preventative Maintenance Program funds and an \$8,029 county match will impact the General Fund.

CONTACT NAME: Vianey White

PHONE/EMAIL: 760-932-5446 / vwhite@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:

ssimon@mono.ca.gov,
jwalters@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [Topaz Lane Bridge Maintenance Project](#)

History

Time

Who

Approval



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: July 15, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Vianey White
Re: Authorization to Bid for the Topaz Lane Bridge Maintenance Project

Recommended Action:

Approve bid package, including the project manual and project plans, for the Topaz Lane Bridge Maintenance Project. Conditioned upon the County's receipt of approval from the Federal Highways Administration and Caltrans to use Bridge Preventative Maintenance Program funds for the work, authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

Fiscal Impact:

This project is funded with federal grants and requires a county match. The Federal Highways Administration (FHWA) and Caltrans must approve the use of \$70,000 of Bridge Preventative Maintenance Program (BPMP) funds for the construction phase of this project. As of the date of writing of this staff report, such approval had not yet been received. Upon such approval, FHWA will reimburse \$61,971 (88.53% of funds) of the construction costs. The 11.47% county match of \$8,029 will impact the General Fund.

Background:

This project was first programmed for use of Bridge Preventative Maintenance Program funds in Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users' (SAFETEA-LU) Highway Bridge Program (HBP) by FHWA and Caltrans in April 2012. It consists of repairs of portions of deteriorated timber railing, replacement of abutment and rock slope protection at the Topaz Lane Bridge No. 47C-0005, 0.1 miles east of State Route 395 in the community of Topaz. The project manual (contract documents, special provisions, technical specifications, etc.) and the project plans, which show the proposed project, are attached to this staff report for Board reference.

Approval of the bid documents at this meeting will allow advertising to take place and completion of the project during the 2014 construction season. This project is categorically exempt under CEQA and categorically excluded under NEPA. The Environmental documents are attached as part of the Project Manual.

Please contact me at 760-932-5446 or by email at vwhite@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Vianey White
Project Manager

Attachments: Project Manual, Project Plans



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

Departments: Public Works

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Vianey White

SUBJECT Authorization to Bid for the Mountain Gate Phase 2 Fishing Access Project

AGENDA DESCRIPTION:

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

This project consists of constructing a pedestrian path, ADA parking and access, installation of site amenities including picnic tables, timber fishing platform, amphitheater, riparian interaction area, river access, PAR course, and landscaping at the Mountain Gate property located off Highway 395, ½ miles south of Walker.

RECOMMENDED ACTION:

1. Consider and approve addendum to previously certified negative declaration for the Mountain Gate Fishing Access Project.
2. Approve bid package, including the project manual and project plans, for the Mountain Gate Fishing Access (Phase 2) Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

FISCAL IMPACT:

\$360,000 California River Parkways Grant Program funds. There will be no impact to the General Fund.

CONTACT NAME: Vianey White

PHONE/EMAIL: 760-814-7614 / vwhite@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:

ssimon@mono.ca.gov,
jwalters@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [Mountain Gate Phase 2 Fishing Access Project-Staff Report](#)

History

Time

Who

Approval



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: July 15, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Vianey White
Re: Authorization to Bid for the Mountain Gate Phase 2 Fishing Access Project

Recommended Action:

Approve bid package, including the project manual, project plans, and Negative Declaration with Addendum for the Mountain Gate Fishing Access (Phase 2) Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

Fiscal Impact:

In 2007 the California Resources Agency approved the use of \$473,155 of the California River Parkways Grant Program (Proposition 50) funds for the design and construction of this project. The remaining \$385,000 grant funds will be used for the construction phase. There will be no impact to the General Fund.

Background:

This project was originally approved to provide a diversion channel to the West Walker River on the county-owned Mountain Gate property, the site of the 1997 floods. Ultimately the diversion channel was infeasible due to water right concerns. The project has been redesigned to continue to meet the original statutory conditions of recreation and conversion and interpretive enhancement. This project consists of constructing a pedestrian path, ADA parking and access, installation of site amenities including picnic tables, timber fishing platform, amphitheater, riparian interaction area, river access, PAR course, and landscaping at the Mountain Gate property located off Highway 395, ½ miles south of Walker. The project manual (contract documents, special provisions, technical specifications, etc.) and the project plans, which show the proposed project, are attached to this staff report for Board reference.

Approval of the bid documents at this meeting will allow advertising to take place and completion of the project during the 2014 construction season. This project includes a Negative Declaration with Addendum (attached).

Please contact me at 760-932-5446 or by email at vwhite@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Vianey White
Project Manager

Attachments: Negative Declaration with Addendum, Project Manual, Project Plans



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

Departments: Public Works - Engineering Division

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Garrett Higerd

SUBJECT Authorization to Bid for the June Lake Streets Rehabilitation Project

AGENDA DESCRIPTION:

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

This project will rehabilitate approximately 8 miles of local streets in June Lake. The project also includes drainage improvements, signage and driveway transitions.

Large files will be linked to the website.

RECOMMENDED ACTION:

Approve bid package, including the project manual and project plans, for the June Lake Streets Rehabilitation Project. Authorize the Public Works Department to advertise Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

FISCAL IMPACT:

This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$3,355,000 for the construction phase of this project on May 21, 2014. Contractor payments will not impact the General Fund.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 7609241802 / ghigerd@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:

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 [Staff Report](#)

History

Time	Who	Approval
5/19/2014 11:51 AM	County Administrative Office	Yes
7/9/2014 11:57 AM	County Counsel	Yes
6/9/2014 11:03 AM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: July 15, 2014
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Assistant Public Works Director
Re: Authorization to Bid for the June Lake Streets Rehabilitation Project

Recommended Action:

Approve bid package, including the project manual and project plans, for the June Lake Streets Rehabilitation Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid. Provide any desired direction to staff.

Fiscal Impact:

This project is funded by the State Transportation Improvement Program (STIP). The California Transportation Commission (CTC) approved \$3,355,000 for the construction phase of this project on May 21, 2014. Contractor payments will not impact the General Fund.

Background:

This project was first programmed for use of STIP funds by the Mono Local Transportation Commission (LTC) in 2008. The major work item of this project is rehabilitation of approximately 8 miles of County-maintained local streets and roads in June Lake. The project also includes drainage improvements, signage and driveway transitions. The project manual (contract documents, special provisions, technical specifications, etc.) and the project plans, which show the proposed project, are attached to this staff report for Board reference.

Approval of the bid documents at this meeting will allow advertising to take place and start of the project during the 2014 construction season, with completion occurring in summer 2015. This project is exempt from the California Environmental Quality Act (CEQA Section 15301, Class 1, Type C) and a Notice of Exemption was prepared for this project by the Public Works Department in October 2013.

Please contact me at 760.924.1802 or by email at ghigerd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Garrett Higerd, PE
Assistant Public Works Director

Attachments: Project Manual
Project Plans



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

Departments: County Administrator's Office

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Jim Leddy

SUBJECT State Council on Developmental
Disabilities, Area 12 Board of
Appointment

AGENDA DESCRIPTION:

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

Requested appointments to the State Council on Developmental Disabilities Appointments for Area 12 Board. The Area 12 Board covers Mono, Inyo, Riverside and San Bernardino Counties.

RECOMMENDED ACTION:

1) Appoint Corrina Korpi to the State Council on Developmental Disabilities Area 12 Board. 2) Re-appoint Lori Ciccarelli to the State Council on Developmental Disabilities Area 12 Board.

FISCAL IMPACT:

No fiscal impact.

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:

Vicki L. Smith, Executive Director
State Council on Developmental Disabilities, Area Board 12
650 E Hospitality Lane - Ste 280
San Bernardino, CA 92408

(serving Mono, Inyo, Riverside and San Bernardino counties)

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Area 12 Board Appointment Corinna Korpi Statement of Interest](#)

[📄 Corinna Korpi Resume](#)

[📄 Area 12 Board Apointment Lori Cicarelli Resume](#)

History

Time	Who	Approval
7/2/2014 10:55 AM	County Administrative Office	Yes
7/2/2014 11:13 AM	County Counsel	Yes
7/9/2014 6:17 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Jim Leddy
County Administrative Officer

July 3, 2014

To: Honorable Chair and Members of the Board of Supervisors

From: Jim Leddy, County Administrative Officer

SUBJECT: State Council on Developmental Disabilities Area 12 Board Appointment and re-appointment

RECOMMENDATION: Appoint Corrina Korpi to the State Council on Developmental Disabilities Area 12 Board and re-appoint Lori Ciccarelli to same.

FISCAL IMPACT: There is no fiscal impact from adopting the Platform.

DISCUSSION: The State Council on Developmental Disabilities was established by the Lanterman Act (Welfare and Institutions Code, section 4520 et. seq.) and federal law (Developmental Disabilities and Bill of Rights Act) to ensure that individuals with developmental disabilities and their families participate in the planning, design and receipt of the services and supports they need which promote increased independence, productivity, inclusion and self-determination. The Council is comprised of 31 members appointed by the Governor, including individuals with disabilities, their families, federally funded partners and state agencies.

The Council supports **13 area boards** that provide services to individuals with developmental disabilities and their families including, but not limited to, advocacy assistance, training, monitoring and public information. Each board participates in the development and implementation of the Council's goals and objectives.

Area Boards on Developmental Disabilities were created by state law in 1969 to plan and advocate for individuals with developmental disabilities and their families. The mission of the area boards is to protect and advocate for the civil, legal, and service rights of individuals with developmental disabilities, and to ensure that their services and supports are to increase the independence, inclusion, productivity and self-determination of each individual throughout their lifetime. They are federally funded affiliated offices of the California State Council on Developmental Disabilities and exist to connect people to needed services and supports including the provision of information about services, information about their rights and how to be their own advocate.

In 2013, the Mono Board of Supervisors received a presentation from Area 12 Executive Director Vicki Smith who provided an overview of services. At that time, Executive Director Smith commented on the need for appointments from the region to serve on the Board. Executive Director Smith has requested the appointment of the Ms. Korpi and the re-appointment of Ms. Ciccarelli. Both nominees information is attached to the Board item.

The current Area 12 Board Appointments are:

- INYO COUNTY: Joan Stathem, Donnie Tobias, Lauren Viduya
- MONO COUNTY: Lori Ciccarelli
- RIVERSIDE COUNTY: Julio Garnica, Becky Thompson, Secretary, & Matt Benton, Member-At-Large
- SAN BERNARDINO COUNTY: Stacy McQueen, Chairperson, Douglas Perkins & Chris Rogel
- GOVERNOR'S APPOINTEE: Carmela Garnica, SCDD Representative, Daniel Gonzales, Vice Chairperson, Marilyn Patterson, & Jordan Wright.

Staff is recommending the appointment of Ms. Korpi and the re-appointment of Ms. Cicarrelli. If you have any questions please contact me at (760) 932-5414 or jledy@mono.ca.gov.



Area Board XII

Office of the California State Council on Developmental Disabilities

To protect and advocate for the civil, legal and service rights of persons with developmental disabilities.

RESUME OF PERSON INTERESTED IN SERVING AS A MEMBER OF AREA BOARD #12

NAME: CORINNA KORPI PHONE: 760 264 3835

HOME ADDRESS: 153 LAKE MARY RD # 33 MAMMOTH LAKES CA 93546

PROFESSION/OCCUPATION: BRANCH MANAGER - ALTAONE FCU

WORK TELEPHONE: 760 873 5626 EMAIL: CKORPI@ALTAONE.NET

I HAVE DEMONSTRATED INTEREST AND LEADERSHIP IN HUMAN SERVICES ACTIVITIES AND I AM: (CHECK ONE)

- A person with a developmental disability
- Immediate relative, legal guardian or conservator of a person with a developmental disability
- A representative of the general public

ATTACHED IS A BRIEF RESUME OF EMPLOYMENT, EDUCATION, AND ACTIVITIES: (Yes)

I AM WILLING TO SERVE AND HAVE ATTACHED A STATEMENT CONCERNING WHY I WISH TO SERVE ON THE BOARD AND WHY I BELIEVE I AM QUALIFIED: (Yes)

I AM NOT CURRENTLY EMPLOYED AS A PROVIDER OF SERVICE TO PERSONS WITH DEVELOPMENTAL DISABILITIES OR A MEMBER OF THE GOVERNING BOARD OF ANY ENTITY PROVIDING SUCH SERVICE WHICH IS FUNDED IN WHOLE OR IN PART WITH STATE FUNDS.

True (If other than true, please explain on a separate sheet.)

Corinna Korpi
Signature

4/14/14
Date

I WOULD LIKE TO SERVE ON THE BOARD IN ORDER TO BE A VOICE FOR PEOPLE WITH TOURETTES SYNDROM. I WAS DIAGNOSED 20 YEARS AGO. I'VE LEARNED MUCH ABOUT THIS DISORDER AND WHAT PEOPLE WITH TS ARE CAPABLE OF. TS IS MISUNDERSTOOD BY MANY. I'D LIKE TO HELP PEOPLE UNDERSTAND WHAT PEOPLE WITH TS ARE CAPABLE OF.

Corinna M. Korpi
P.O. Box 1805
Bishop, CA. 93515
760-264-3835
Corinna2009@ymail.com

EXECUTIVE SUMMARY

- Seasoned manager with strong credentials.
- Success at meeting or exceeding sales goals.
- Successful event coordination
- Proven ability to lead and motivate staff.
- Strong organizational skills.
- Deadline oriented
- Powerful government and community relations.

PROFESSIONAL EXPERIENCE

AltaOne Federal Credit Union

2011 – 2014 *Member Service Center ManagerII, Bishop, CA*

2009 – 2010 *Member Service Center Manager, Lone Pine, CA*

Responsible for complete operations of credit union branch.

Manage staff including coaching and continuing education.

Create Market Area Management Plan

Responsible for achieving or surpassing goals

Review and submit monthly/quarterly financial reports to regional and corporate.

Implement programs to increase and sustain current and future deposit and loan growth.

Strong community involvement.

2008 – 2009 *Business Development, Ridgecrest, CA*

Implemented sales programs to contact prospective and existing business members and select employer groups in order to maintain and expand banking relationships and develop new business.

Organized and hosted various community events while discussing prospective and existing members needs, problems and/or complaints.

Arranged meetings between existing and prospective members and department representatives.

Coached and trained member service staff on cross-selling techniques and “cold-selling” techniques.

Corinna M Korpi (Page 2)

California Marketing Associates, Los Angeles, CA

2002 – 2008 *Manufacturer's Representative*

Implemented a sales program to contact prospective and existing clients in order to maintain and Customer client base. Maintained customer and vendor relationships. Sold accessories and home décor to gift shops, accessories stores and furniture retailers. Attended gift and furniture shows.

Represented twenty nine assorted lines.

Maintained sales to over 200 accounts.

Annual sales of +/- \$1 million.

Shogun Restaurant, Mammoth Lakes, CA

2000 - 2002 *Food Server/Maintenance Manager*

Managed 9 employees.

Responsible for staff scheduling.

Implemented incentive programs for highest food server sales.

Managed maintenance and janitorial services.

Maid To Clean, Mammoth Lakes, CA

1995 – 2000 *Owner/Proprietor*

Prospect, sales and service of accounts consisting of businesses, residential and hospitality services.

Serviced over 100 accounts.

Maintained all accounting including payroll and client billing.

MGM Studios – “Get Shorty”, Culver City, CA

1994 – 1995 *Production Coordinator Assistant*

Responsible for script changes and daily call sheets.

Assisted director and producer with special assignments.

Coordinated all travel arrangements for crew and cast.

Dr. Steven Zax, Beverly Hills, CA

1992 – 1994 *Office Manager*

Coordinate high profile clients sheltering from media.

Managed and maintained doctor's and client's schedules.

Implemented office supply system.

US Air Force, Lowry AFB, Denver, CO

1983 – 1987 *Medical Logistics Specialist*

Prepared and maintained equipment authorization on all medical medical equipment.

Managed clinical medical linen supply and clinical hazardous equipment and supplies.

Community Service

Mammoth Lakes Chamber of Commerce
Board member- 2009-2010 Treasurer 2010-2013

Lone Pine Chamber of Commerce
Vice President-2009-2010

Bishop Chamber of Commerce
Board member-2013-current

OVCVA
Board member-2012 current
Home Show committee-2013-current

Lori B. Ciccarelli

PO Box 100, PMB 351

Mammoth Lakes, CA 93546

760-914-0257, lori.cicc@gmail.com

www.autismjourney.com

Career Objective

Leadership. Patient Experience. Spiritual Care / Chaplaincy. Customer Service. Community Outreach. Public Relations. Advocacy. Public Presenter / Instructor: Leadership / Customer Service / Advocacy / Inspirational. Publish Articles / Books: Leadership / Customer Service / Advocacy / Inspirational.

Education

Master's Degree of Professional Studies; Leadership & Organizations; Centrations: Human Capital
University of Denver; expected to graduate fall 2015

Certification: Spiritual Formation, Direction, and Leadership.
Leadership Institute, Orange, CA. 2013

Pastoral Crisis Intervention
International Critical Incident Stress Foundation; May 2013

B.A. degree in Mass Communication; Minor in Sociology
Walla Walla University; College Place, WA. Graduated 1981

Teacher Prep Program, Multiple Subject California Teaching Credential
Cal Poly University; Pomona, CA. 1989

Completed fifth year course work requirement. Did not complete student-teaching classroom criteria due to moving out of the area; however, taught 11 years on emergency teaching credential.

Awards

Alumnae of the Year 2011 Walla Walla University. Recognized for community, church, and professional service.
Excellence in Management 2011 – 2014; Mammoth Hospital

Work Experience

Mammoth Hospital, Mammoth Lakes, CA

Patient Experience Manager; July 1, 2014 – Present

Provides emotional and spiritual support to patients and their families throughout their experience across the health care system. Facilitates communication between the patient and the health care team. Oversees quality improvement efforts related to non-medical patient satisfaction. Manages the Interpreter Services Department and Volunteer Program. Leads the organization-wide Customer Service Program. Accountable for assessment of educational opportunities and the development, planning, coordination, and evaluation of the patient and family experience. Accountable for researching and communicating best practices that are consistent with the hospital's strategic plan for patient experience. Leads the development of the Customer Service Program and staff training. Provides emotional and spiritual support to the health care team in times of duress. Facilitates support and patient advocacy programs.

Community Relations Director; May 18, 1998 – July 1, 2014

Managed and directed Community Relations Division which included the departments or programs for Public Relations / Marketing, Fund Development, Spiritual Care, Interpreter Services, Community Education, Hispanic Outreach, Volunteer Services / Shadowing, Leadership Development Institute. Instructor / Mentor – Emerging Leader Program. Public Information Officer / Spokesperson. Administrator On-call: every six weeks, 24/7. Other duties included editor of health care district community newsletter, budget preparation and oversight, strategic planning, and event planning.

During my tenure, I have been responsible for creating and developing several departments / programs that include Patient Experience, Spiritual Care, Leadership Development Institute, Interpreter Services, Fund Development, Customer Service, Hispanic Outreach, Volunteer / Shadowing Services, Cancer Outreach Golf Tournament fundraiser, Festival of Trees fundraiser, Dancing with the Docs mini-series realty TV show and final gala dance competition fundraiser + emcee, created PR campaign “Live it. We do.”

Transitions – Moving Forward, Inc., Mammoth Lakes, CA

Proprietor, 2008 – Present

Presents workshops / conferences, radio / TV interviews/ shows. Publishes articles. Topics include advocacy, customer service, leadership, Autism awareness and inspirational (since 1999).

Transforming Lives Ministry: Advocacy – Self Advocacy – Spiritual Advocacy

Ambassador of Hope; Spiritual Director / Coach; Clergy Care; Spiritual Care. Presents workshops on leadership, developing emotional and spiritual intelligence. Keynote speaker for Loma Linda University Medical Center Oasis Leadership Conference, 2013; presenter for Autism Conferences of America, 2010; presenter for San Diego State University Autism Conference, 2011.

Created and released documentary film on son, “JJ’s Journey – A Journey about Autism” in 2008. Film focus: autism awareness, educational process, support services / therapies, spiritual journey, gifts / talents. Film nominated 2009 Autism Society of America Media Excellence Award; showcased world-wide at international film festivals as Official Selection which included Mammoth Film Festival 2008, International Christian Film Festival UK 2009, African International Film Festival 2010. Featured on NBC news, Oprah.com and Oprah’s Angel Network as Ambassadors of Hope. Included in several universities’ curriculum for special education teaching credentialing programs and school districts’ bully prevention programs.

Mammoth Elementary School, Mammoth Lakes, CA

Elementary Teacher, 1991 – 1998

Taught part time in various capacities that included home-school teacher for student with leukemia, music teacher to over 600 students and long-term substitute assignments.

Rhyme or Reason, Mammoth Lakes, CA

Proprietor, Retail Educational Supply Store, 1995-1997

Included organizing book-signing parties and story hours.

Hot Creek Ranch, Mammoth Lakes, CA

Manager, 1990 – 1998

Managed nine-cabin world renowned fly-fishing resort.

Baldwin Park Unified School District, Baldwin Park, CA

Elementary Teacher, 1987 – 1990

Full-time first / second grade teacher for Tracy Elementary School

City of Hope National Medical Center, Duarte, CA

Administrative Assistant / Office Manager, 1985 – 1983. Internal Medicine.

Referral Officer, Admissions, 1981 – 1983

Interviewed prospective cancer patients and acted as liaison between referring physicians and City of Hope physicians.

Bateman Eichler, Hill Richards, Inc., Los Angeles, CA

Stock brokerage firm. Marketing Assistant, 1983 – 1985.

Editor for two in-house publications.

Volunteer / Service Involvement

- 1) Appointed Seat – Board of Directors California State Council for Developmental Disabilities; Area Board 12. Subcommittees: Grants, Housing – chair. 2011 – present
- 2) Radio production / talk show host: Exhausted Parent Network, KMMT. Weekly. 2010 – 2013.
- 3) Monthly writer for Special-ism.com. 2010 – 2013.
- 4) Public Relations Director for judicial candidate – Mono County Superior Court Judge. June / November elections 2010.
- 5) Mammoth Unified School District Site Council
- 6) PTA President Mammoth Middle School
- 7) Parents Advisory Team to Mammoth Unified School District Board of Directors
- 8) Facilitator, Parents of Autism Support Group (five years)
- 9) Advocate, Students with Disabilities
- 10) Animal Assisted Therapy Team – certified dog team visiting hospitals, library and Special Olympics
- 11) Mono County Sheriff Search & Rescue – PR / fund raising



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

TIME REQUIRED 15 minutes (5 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Alicia Vennos

SUBJECT Expansion of California Tax Credit for Film and Television Production (AB 1839)

AGENDA DESCRIPTION:

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

The Mono County Tourism & Film Commission encourages the Board of Supervisors to support Assembly Bill 1839 which will enhance California's existing film and television production tax credit program. The goal is to attract an increased number of productions in California which will thereby create additional potential for Mono County to secure incremental filming opportunities.

RECOMMENDED ACTION:

Consider approval of letters to Governor Jerry Brown and to the Senate Committee on Appropriations in support of AB 1839.

FISCAL IMPACT:

None.

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@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

- [Expansion of California Tax Credit for Film and Television Production \(AB 1839\)-Staff Report](#)
- [Expansion of California Tax Credit for Film and Television Production \(AB 1839\)-Draft letter](#)

- [Expansion of California Tax Credit for Film and Television Production \(AB 1839\)-Draft letter](#)
- [Draft Letter of Support for AB 1839](#)
- [Letter of Support, Mono County Tourism & Film Commission](#)

History

Time	Who	Approval
7/8/2014 3:18 PM	County Administrative Office	Yes
7/9/2014 11:32 AM	County Counsel	Yes
7/9/2014 6:18 PM	Finance	Yes

STAFF REPORT
Mono County Board of Supervisors
Regular Meeting – July 15, 2014

SUBJECT: AB 1839 - Expansion of California Tax Credit for Television and Film Production

RECOMMENDATION: That the Board consider approval of two letters in support of AB 1839, one to Governor Jerry Brown and one to the Senate Committee on Appropriations.

BACKGROUND: [Assembly Bill 1839](#) (Gatto/Bocanegra), the California Film and Television Job Retention and Promotion Act, recently cleared the California State Assembly with unanimous approval, and was also approved by the Senate Committee on Governance and Finance by 6-0, (one abstention). This landmark piece of legislation proposes increased funding for an expanded tax credit program for film and television productions that shoot in California. Other states and countries are aggressively pursuing the film industry with tax credit programs four or five times larger than California's, and the decline of production in our state is significant. The goal of AB 1839 is to help California become competitive once again in order to attract incremental film and television projects and associated jobs and tax revenues.

While the bulk of filming in Mono County is commercials, securing even a small part of a major feature film can double or triple annual revenues from filming for our region. AB 1839 also includes an additional incentive for productions that bring their filming to locations outside Los Angeles, which will serve to further assist rural destinations within California to become less cost prohibitive.

The California Film and Television Production Alliance – a coalition of guilds, unions, producers, small businesses, and associations that have worked together for more than a decade to promote, improve, and enhance film and television production in the State of California – is taking AB 1839 to the Senate Committee on Appropriations for review on August 20. The Mono County Tourism & Film Commission approved a letter of support to the Senate Committee on Governance and Finance (attached) and the Commission encourages the Board to approve a letter of support to Governor Jerry Brown and to the Appropriations Committee, chaired by Kevin De León.

AB 1839: http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140AB1839

FISCAL IMPACT: None.



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5534 • FAX (760) 932-5531

Linda Romero
Acting Clerk of the Board
lromero@mono.ca.gov

July 15, 2014

The Honorable Jerry Brown
Governor of California
c/o State Capitol, Suite 1173
Sacramento, CA 95814

Subject: AB 1839: SUPPORT

Dear Governor Brown,

The Mono County Board of Supervisors wishes to express our strong support of Assembly Bill 1839 and the expansion of the current California film and television production tax credit program. The recent unanimous and bi-partisan support for AB 1839 in the Assembly, and a 6-0 approval by the Senate Committee on Governance & Finance indicates the clear understanding that California is losing significant film and television productions, resulting in the loss of thousands of middle class jobs and substantial tax revenue to competing states and countries.

The entertainment industry is a vital part of California's economy. Over 500,000 jobs and more than 50,000 California small businesses depend on a thriving film and television production industry. But with the pressure of incentive programs in other states and countries, California's share of the top grossing feature film market has slipped from 68% to just 8%. Production of one-hour television shows has also left the state – dropping from 64% to 28% over the past eight years.

Located in California's Eastern Sierra, Mono County is home to state-designated Scenic Byway US Highway 395, the east entrance to Yosemite National Park, Mammoth Mountain Ski Area, Mono Lake, Bodie State Historic Park and picturesque alpine and fishing villages such as June Lake and Bridgeport. Our diverse landscape has appealed to the film industry since the 1930's with numerous motion pictures on record including *Nevada Smith* in 1966, *Indiana Jones and the Temple of Doom* in 1984 and most recently, the Tom Cruise sci-fi thriller, *Oblivion* in 2012. We are one of the most scenic and photogenic places in California but have lost business and productions to the ease, accessibility and cost-saving benefits offered by other states.

Film productions are critical to the economic vitality of Mono County and we rely heavily on the growth and stability of the overall film industry in California. While the bulk of the filming in our region is commercials, securing even a portion of a feature film or television series doubles or triples our annual revenue from filming. The decline in state-wide production results in a downward spiral for rural and remote locations such as Mono County that are more costly for productions to consider.

While the current tax credit program in California is certainly helpful – creating 20,000 new jobs in the state and \$5.39 billion in direct in-state spending – the demand greatly exceeds the available funding. The California Film Commission reports that 497 film and television projects applied for the program in 2014, and only 26 were able to be accommodated before all credits were exhausted. Projects that are turned away take hundreds of millions of dollars in expenditures to other states and countries that would have otherwise been spent here in California. The Mono County Film Commissioner reports that we recently lost a major feature film – a film which is based on a true story set in California’s mountains and beaches – to New Mexico because the production company’s application for the California tax credit program was not selected in the lottery process.

AB 1839 would expand the current production incentive program beginning in 2016 to accommodate a significantly larger number of productions wishing to stay in California, and to include one-hour dramas and large budget feature films. Especially positive for rural regions, there is an added incentive for filming outside the greater Los Angeles area to support increased production for the entire state, which would directly drive projects to rural locations like Mono County. This will bolster our economic foundation and help make California – the state known as the home of filmmaking – competitive once more.

In your consideration of AB 1839, we respectfully request that funding for the expanded program is established at a level that will allow California to be competitive with tax credit programs being offered by states like New York, Louisiana and Georgia. We need to take significant steps *now* to proactively address the exodus of film and television production from our state. Thank you for your consideration of our concerns.

Sincerely,

Larry K. Johnston
Chairman, Mono County Board of Supervisors

cc. Senator Tom Berryhill



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5534 • FAX (760) 932-5531

Linda Romero
Acting Clerk of the Board
lromero@mono.ca.gov

July 15, 2014

The Honorable Kevin De León
Chair, Senate Committee on Appropriations
State Capitol, Room 5108
Sacramento, CA 95814

Subject: AB 1839: SUPPORT

Dear Senator De León,

The Mono County Board of Supervisors wishes to express our strong support of Assembly Bill 1839 and the expansion of the current California film and television production tax credit program. The recent unanimous and bi-partisan support for AB 1839 in the Assembly, and a 6-0 approval by the Senate Committee on Governance & Finance indicates the clear understanding that California is losing significant film and television productions, resulting in the loss of thousands of middle class jobs and substantial tax revenue to competing states and countries.

The entertainment industry is a vital part of California's economy. Over 500,000 jobs and more than 50,000 California small businesses depend on a thriving film and television production industry. But with the pressure of incentive programs in other states and countries, California's share of the top grossing feature film market has slipped from 68% to just 8%. Production of one-hour television shows has also left the state – dropping from 64% to 28% over the past eight years.

Located in California's Eastern Sierra, Mono County is home to state-designated Scenic Byway US Highway 395, the east entrance to Yosemite National Park, Mammoth Mountain Ski Area, Mono Lake, Bodie State Historic Park and picturesque alpine and fishing villages such as June Lake and Bridgeport. Our diverse landscape has appealed to the film industry since the 1930's with numerous motion pictures on record including *Nevada Smith* in 1966, *Indiana Jones and the Temple of Doom* in 1984 and most recently, the Tom Cruise sci-fi thriller, *Oblivion* in 2012. We are one of the most scenic and photogenic places in California but have lost business and productions to the ease, accessibility and cost-saving benefits offered by other states.

Film productions are critical to the economic vitality of Mono County and we rely heavily on the growth and stability of the overall film industry in California. While the bulk of the filming in our region is commercials, securing even a portion of a feature film or television series doubles or triples our annual revenue from filming. The decline in state-wide production results in a downward spiral for rural and remote locations such as Mono County that are more costly for productions to consider.

While the current tax credit program in California is certainly helpful – creating 20,000 new jobs in the state and \$5.39 billion in direct in-state spending – the demand greatly exceeds the available funding. The California Film Commission reports that 497 film and television projects applied for the program in 2014, and only 26 were able to be accommodated before all credits were exhausted. Projects that are turned away take hundreds of millions of dollars in expenditures to other states and countries that would have otherwise been spent here in California. The Mono County Film Commissioner reports that we recently lost a major feature film – a film which is based on a true story set in California’s mountains and beaches – to New Mexico because the production company’s application for the California tax credit program was not selected in the lottery process.

AB 1839 would expand the current production incentive program beginning in 2016 to accommodate a significantly larger number of productions wishing to stay in California, and to include one-hour dramas and large budget feature films. Especially positive for rural regions, there is an added incentive for filming outside the greater Los Angeles area to support increased production for the entire state, which would directly drive projects to rural locations like Mono County. This will bolster our economic foundation and help make California – the state known as the home of filmmaking – competitive once more.

In your consideration of AB 1839, we respectfully request that funding for the expanded program is established at a level that will allow California to be competitive with tax credit programs being offered by states like New York, Louisiana and Georgia. We need to take significant steps *now* to proactively address the exodus of film and television production from our state. Thank you for your consideration of our concerns.

Sincerely,

Larry K. Johnston
Chairman, Mono County Board of Supervisors

cc. Senator Mimi Walters (Vice Chair)

cc. Senator Ted Gaines

cc. Senator Jerry Hill

cc. Senator Ricardo Lara

cc. Senator Alex Padilla

cc. Senator Darrell Steinberg



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538/5534 • FAX (760) 932-5531

Linda Romero
Acting Clerk of the Board
lroberts@mono.ca.gov

July 9, 2014

The Honorable Lois Wolk
Chair, Senate Committee on Governance and Finance
State Capitol, Room 5114
Sacramento, CA 95814

Subject: AB 1839: SUPPORT

Dear Senator Wolk:

On behalf of the Mono County Board of Supervisors, we wish to express our strong support of Assembly Bill 1839 and the expansion of the current California film and television production tax credit program. The recent unanimous and bi-partisan support for AB 1839 in the Assembly indicates a very clear understanding that California is losing significant film and television productions and, as a result, thousands of middle class jobs and substantial tax revenue to competing states and countries.

The entertainment industry is a vital part of California's economy. Over 500,000 jobs and more than 50,000 California small businesses depend on a thriving film and television production industry. But with the pressure of incentive programs in other states and countries, California's share of the top grossing feature film market has slipped from 68% to just 8%. Production of one-hour television shows has also left the state – dropping from 64% to 28% over the past 8 years.

Located in California's Eastern Sierra, Mono County is home to state-designated Scenic Byway US Highway 395, the east entrance to Yosemite National Park, Mammoth Mountain Ski Area, Mono Lake, and picturesque alpine and fishing villages such as June Lake and Bridgeport. We have a diverse landscape that has appealed to the film industry since the 1930's with numerous motion pictures on record including *Nevada Smith* in 1966, *Indiana Jones and the Temple of Doom* in 1984 and most recently, *Oblivion* starring Tom Cruise in 2012. We are one of the most scenic, magnificent and natural places in California but have lost business and productions due to the ease, accessibility and cost-saving benefits that other states have to offer.

Film productions continue to be an important part of the economic fabric here in Mono County and we rely heavily on the growth and stability of the overall film industry in California. While

the bulk of the filming in our region is commercials, securing even a portion of a feature film or television series will double or triple our annual revenue from filming. The decline in production state-wide results in a downward spiral for locations such as Mono County that are situated in the outlying regions and which are more costly for productions to consider.

While the current tax credit program in California is certainly helpful – creating 20,000 new jobs in the state and providing more than \$4.5 billion in direct spending – it is limited in eligibility and funding. The demand for film and television productions that wish to stay in California greatly exceeds the funding available in the existing program; the California Film Commission reports that 380 film and television projects applied for the program in 2013, and only 34 were able to be accommodated. Projects that are turned away take hundreds of millions of dollars in expenditures to other states and countries that would have otherwise been spent here in California. Our Mono County Film Commissioner reports that we recently lost a major feature film – a film which is based on a true story set in California’s mountains and beaches -- to New Mexico because the production company’s application for the California tax credit program was not selected in the lottery process.

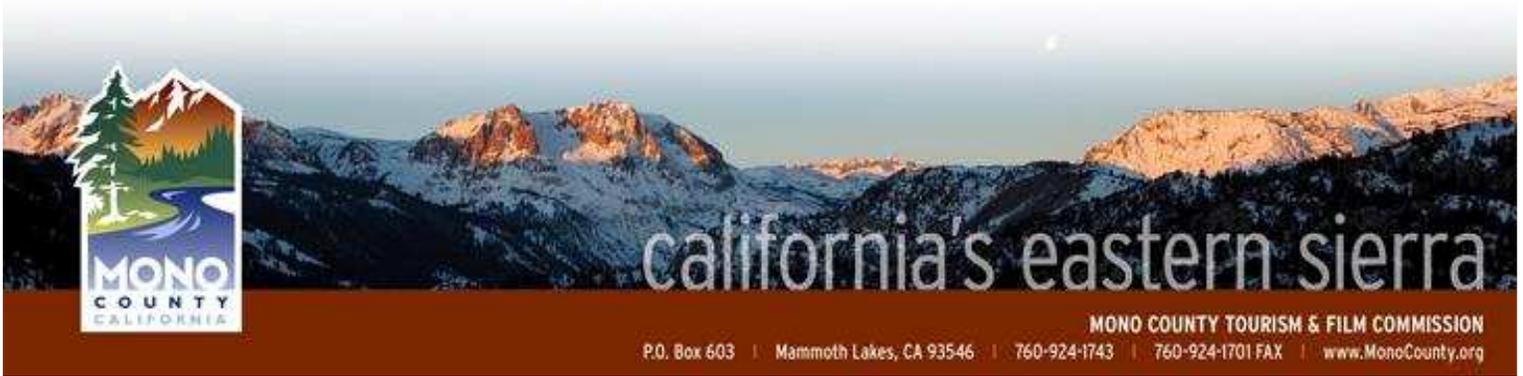
AB 1839 would expand the current production incentive program beginning in 2016 to accommodate a significantly larger number of productions wishing to stay in California, and to include one-hour dramas and large budget feature films. Especially positive for rural regions, there is an added incentive for filming outside the greater Los Angeles area to support increased production for the entire state, which would directly drive projects to rural locations like Mono County. This will bolster our economic foundation and help make California – the state known as the home of filmmaking -- competitive once more.

We need to take significant steps *now* to address the exodus of film and television production from our state. The Mono County Board of Supervisors looks forward to working with you and other members of the Senate Committee towards this end.

Sincerely,

Larry K. Johnston
Chairman, Mono County Board of Supervisors

cc. Senator Steve Knight, Vice Chair
Senator Jim Beall
Senator Mark DeSaulnier
Senator Ed Hernandez
Senator Carol Liu
Senator Mimi Walters
Colin Grinnell, Staff Director
Scott Chavez, Republican Consultant



June 24, 2014

The Honorable Lois Wolk
Chair, Senate Committee on Governance and Finance
State Capitol, Room 5114
Sacramento , CA. 95814

Dear Senator Wolk,

On behalf of the Mono County Tourism & Film Commission, I am writing to express my strong support of AB 1839 – California Film and Television Job Retention and Promotion Act. The Mono County Tourism & Film Commission represents California’s Eastern Sierra, which includes destination resort Mammoth Lakes and Mammoth Mountain Ski Area, as well as smaller rural communities such as June Lake, Bridgeport, Lee Vining, and Crowley Lake situated along state scenic byway US Highway 395. We are also home to Yosemite National Park’s East entrance, Bodie State Historic Park and Mono Lake, Devils Postpile and other iconic locations.

While the existing California Film and Television Tax Credit Program is helping, it is not robust or competitive enough to save our state from losing numerous jobs, and significant revenue and tax dollars to other states and countries. Over the past decade, the Eastern Sierra has certainly seen a decline in film and television production. While most of the film production in Mono County consists of commercials, securing even a segment of a single major feature film here will double or triple our annual revenues from filming. This bill will decidedly address the limitations of the current incentive program and will help to make California competitive again. It will also dramatically help rural counties, like Mono County, increase in desirability as a more film-friendly destination for large scale productions.

As chair to our Film Commission, I know that production work takes place all over our state and that it is not just a Los Angeles-based business. When a film crew comes to Mono County, it spends significant amounts of money with local businesses and with local agencies and organizations. This includes expenditures for permits, security, paramedics, and fire safety to lodging, dining, dry cleaning, hardware stores, catering, equipment rentals, and so on. Productions frequently hire local residents as crew and background extras, and pay film students to be production assistants. In a small county like ours, this spending directly boosts our economy and helps to propel us farther out of recession.

Mono County has a strong film history, dating back to the late 1930's and has been the backdrop in many motion pictures over the years including *Nevada Smith* in 1966, *Indiana Jones and the Temple of Doom* in 1984 and most recently, *Oblivion* starring Tom Cruise in 2012. Mono County has also filmed hundreds of car commercials with companies that include **Jeep, Chevrolet** and **Ford**. We are one of the most scenic, magnificent and natural places in California but have lost business and productions due to the ease, accessibility and cost-saving benefits that other states have to offer.

Statistics from the California Film Commission speak to the detrimental impact of runaway production. In 2012-13, of the 54 large live action feature films which were shot, only one filmed exclusively in California. These big-budget movies generate the most jobs and revenue, but presently they do not qualify for our state tax credit program. Other states are going after this weakness aggressively and are enticing productions away from California through large incentive packages. Our county recently lost a major feature film – based on a true story and set in both the mountains and beaches of California – to New Mexico because the funding in the current tax credit program cannot support all the qualified applications.

At the same time, the situation in our state would be even more dismal if it were not for California's current production incentive. It has created 20,000 new jobs and provided more than \$4.5 billion in direct spending. But it is limited in eligibility and funding. While 380 film and television projects applied for the program in 2013, only 34 were able to be accommodated. Projects that are turned away take hundreds of millions of dollars in expenditures to other states and countries that would have otherwise been spent here in California.

AB 1839 would expand the current production incentive program beginning in 2016 to include one-hour dramas and large budget feature films. There is an added incentive for filming outside the Los Angeles area to support increased production for the entire state and which would directly drive projects to rural locations like Mono County. This will bolster our economic foundation and help make California – the state known as the home of filmmaking -- competitive once more.

We need to take significant steps *now* to address the exodus of film and television production from our state. Mono County Tourism & Film Commission looks forward to working with you and other members of the Senate Committee towards this end.

Sincerely,

Jimmy Little
Chair, Mono County Tourism & Film Commission
PO Box 603
Mammoth Lakes, CA 93546
760-924-1743



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

Departments: Board of Supervisors

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Marshall Rudolph

SUBJECT Ordinance regarding Board Chair compensation

AGENDA DESCRIPTION:

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

Proposed ordinance amending Section 2.04.030 of the Mono County Code in order to eliminate additional compensation for a member of the Board of Supervisors serving as Board Chair.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

Savings of \$353 per month (the amount of additional compensation payable by ordinance to a Board member serving as Board Chair).

CONTACT NAME: Marshall Rudolph

PHONE/EMAIL: (760) 924-1707 / mrudolph@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 re Board chair comp ordinance](#)
- [Board comp ordin](#)
- [MCC Section 2.04.030](#)

History

Time	Who	Approval
7/8/2014 3:19 PM	County Administrative Office	Yes
7/9/2014 1:13 PM	County Counsel	Yes
7/9/2014 6:18 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo
Christian Milovich

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: July 15, 2014

RE: Ordinance amending County Code to eliminate additional compensation for a Board member serving as Board Chair

Recommendation:

Introduce, read title, and waive further reading of proposed ordinance amending Section 2.04.030 of the Mono County Code in order to eliminate additional compensation for a member of the Board of Supervisors serving as Board Chair.

Fiscal/Mandates Impact:

Savings of \$353 per month (the amount of additional compensation payable by ordinance to a Board member serving as Board Chair).

Discussion:

During the budget workshops in June, the Board directed staff to prepare and agendize a proposed ordinance that would eliminate any additional compensation for a Board member serving as Board chair. The proposed ordinance would amend Section 2.04.030 of the Mono County Code to effectuate that compensation change. Under laws applicable to any change in supervisory salaries, the ordinance would take effect 60 days after adoption (as opposed to the standard 30 day period). Meanwhile, I understand that the current Board chair has signed paperwork to voluntarily waive such additional compensation.

Enclosed for reference is a copy of Section 2.04.030 of the Mono County Code as it is currently worded. The proposed ordinance would simply modify the first sentence of that section to eliminate any additional compensation for service as Board Chair.

Encl.



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ORDINANCE NO. ORD14-__

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING SECTION 2.04.030 OF THE MONO COUNTY CODE IN ORDER TO ELIMINATE ADDITIONAL COMPENSATION FOR A MEMBER OF THE BOARD OF SUPERVISORS SERVING AS BOARD CHAIR

WHEREAS, Section 2.04.030 of the Mono County Code specifies the monthly salaries for members of the Board of Supervisors and provides a higher salary for a member of the Board who serves as Chair of the Board; and

WHEREAS, the Board wishes to eliminate the higher salary for Board Chair;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS as follows:

SECTION ONE: The first sentence of Section 2.04.030 of the Mono County Code is hereby amended to read as follows: "The salary for members of the board of supervisors is set at four thousand one hundred nine dollars per month, and no higher amount shall be paid to a member who serves as chair of the board."

SECTION TWO: This ordinance shall become effective 60 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance or a summary thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of this ordinance's adoption and final passage. If the Clerk fails to so publish this ordinance or a summary thereof within said 15 day-period, then the ordinance shall not take effect until 60 days after the date of publication.

PASSED, APPROVED and ADOPTED this__day of_____, 2014, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:
VACANT:

LARRY K. JOHNSTON, Chairman
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

COUNTY COUNSEL

2.04.030 Compensation.

The salary of members of the board of supervisors is set at four thousand one hundred nine dollars per month, with the exception of the chair of the board whose salary is set at four thousand four hundred sixty-two dollars per month. In addition, the members of the board and their dependents shall be entitled to the same medical care, dental care, and vision care coverage provided to all county employees, and to the same term life insurance provided to all county department heads (elected and appointed). Members of the board shall also continue to have the option of being members of the California Public Employees Retirement System (CalPERS), with the employee's share of any CalPERS contributions being paid by said board members (as it is by other county officers and employees).

(Ord. 08-01 § 1, 2008; Ord. 06-12 § 1, 2006; Ord. 05-07 § 1, 2005; Ord. 04-07 § 1, 2004; Ord. 04-01 § 1, 2004; Ord. 03-02 § 1, 2003; Ord. 85-405-L § 1, 1985; Ord. 84-405-K § 1, 1984; Ord. 83-405-J § 1, 1983; Ord. 82-405-I § 1, 1982; Ord. 81-405-H § 1, 1981; Ord. 81-405-6 § 1, 1981; Ord. 80-405-F § 1, 1980; Ord. 79-405-F § 1, 1979; Ord. 79-405-E § 1, 1979; Ord. 77-405-D § 1, 1977; Ord. 76-405-C § 1, 1976; Ord. 75-405-B § 1, 1975; Ord. 74-405-A § 1, 1974; Ord. 405 § 2, 1971.)

(Ord. No. 09-04. § 1, 10-6-2009)



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

Departments: County Administrator's Office

TIME REQUIRED 20 minutes (5 minute staff presentation - 15 minute Board discussion)

PERSONS APPEARING BEFORE THE BOARD

Jim Leddy

SUBJECT Board Member Direction of Staff

AGENDA DESCRIPTION:

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

Board Member Direction of Staff - Review Board of Supervisors adopted Rules of Procedure, specifically Rule 43, and provide direction to staff on future Board member requests for staff work on projects. At the July 8th, 2014 Board of Supervisors meeting, Supervisor Fred Stump requested this item be placed on the next available agenda to help clarify the direction of staff which may occur by Board members during Board of Supervisors meetings.

RECOMMENDED ACTION:

Options:

- 1) The Board maintain the process in the Board Rules of Procedure;
- 2) The Board could amend Rule 43 such that all individual Board member requests including constituent services are agendized for direction by Board majority;
- 3) The Board could seek to quantify the term "significant" in Rule 43 such that Board member request for projects, including those for constituent services, are minor in nature and will not distract from the Department's current workload.

FISCAL IMPACT:

There is no fiscal impact from discussing the Board Rules.

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

- [Board member Direction to Staff - Cover Memo](#)
 - [Board member direction to Staff - Board Rules of Procedure](#)
-

History

Time	Who	Approval
7/8/2014 3:54 PM	County Administrative Office	Yes
7/10/2014 12:02 PM	County Counsel	Yes
7/9/2014 8:52 AM	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

To: Honorable Board of Supervisors
From: Jim Leddy, County Administrator
Date: July 8, 2014

Subject: Board Member Direction of Staff

Recommendation: Review Board of Supervisors adopted Rules of Procedure, specifically Rule 43, and provide direction to staff on future Board member requests for staff work on projects.

Background: At the July 8th, 2014 Board of Supervisors meeting, Supervisor Fred Stump requested this item be placed on the next available agenda to help clarify the direction of staff which may occur by Board members during Board of Supervisors meetings.

Discussion: As the resources of the organization are reduced due to budget constraints, there remain Board member requests for staff action on issues impacting the County or particularly their District. In January 2014, the Board adopted the Board of Supervisors Rules of procedure (Attached with the Board item). In the adopted Rules, Rule 43 on page 11 denotes the process the Board has imposed upon itself when it comes to the direction of staff which may occur as issues arise. As these rules have only been in place for 7 months, this process may need to be strengthened to ensure that staff time and county resources are prioritized.

Rule 43 as adopted currently states:

“Rule 43. Board Member Referrals to Staff

Board member referrals, excluding constituent work, that are anticipated to involve significant staff time or other resource commitment and/or are a departure from established county or departmental policy require Board approval prior to starting work. Board members are encouraged to discuss referrals which may require significant resources with the Chair and CAO.

Board approval shall be obtained through majority action of the Board, on an agenda item in which the scope and resource needs of the referral are identified.”

Options:

- 1) The Board maintain the process in the Board Rules of Procedure;
- 2) The Board could amend Rule 43 such that all individual Board member requests including constituent services are agendaized for direction by Board majority;
- 3) The Board could seek to quantify the term “significant” in Rule 43 such that Board member request for projects, including those for constituent services, are minor in nature and will not distract from the Department’s current workload.

Fiscal Impact: There is no fiscal impact from discussing how to provide staff direction.

For questions, please contact me at (760) 932-5414 or jleddy@mono.ca.gov

Mono County Board of Supervisors

Board Rules of Procedures



Adopted Date: January 14, 2014

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RULES OF PROCEDURE

OF THE BOARD OF SUPERVISORS

MONO COUNTY, CALIFORNIA

I. PURPOSE

The purpose of these Rules of Procedures (“Rules”) is to foster understanding and respect for the democratic process, facilitate compliance with applicable laws, encourage public participation, provide guidance on decorum, and enhance effective and efficient management of Board meetings.

II. GENERAL

Rule 1. Applicability of Rules

These Rules are adopted pursuant to Government Code §25003. The Rules shall apply to the Board of Supervisors of the County of Mono whether sitting as the Board of Supervisors of the County or as the governing board of any other district, commission, authority or board.

These Rules are intended to expedite the transaction of business of the Board in an orderly fashion, and are deemed to be procedural only. The failure to strictly observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with the law. Except as otherwise provide by law, these Rules, or any one of them, may be suspended by a majority of the Board.

These Rules supersede and replace all rules of procedure previously adopted by the Board.

Rule 2. Definitions

In interpreting these Rules:

- a) “Board” refers to the Board of Supervisors of Mono County, whether sitting as the Board of Supervisors of the County or as the governing body of any other district, authority or board
- b) “Board member” refers to a member of the Board
- c) “Chair” and “Vice Chair” refers to the Board members elected to those respective offices
- d) “Clerk” refers to the Clerk of the Board of Mono County
- e) “County Administrator” refers to the County Administrative Officer of Mono County

III. MEETINGS

Rule 3. Regular Meetings and Annual Calendar

Regular meetings generally shall be held on the first three Tuesdays of every month. Any meeting may be cancelled upon the order of the Chair, or by a majority of the members of the Board.

Regular meetings shall commence at 9:00 a.m. The first two regular meetings of the month shall be held at the Board of Supervisors Chambers, 2nd Floor, County Courthouse, 278 Main Street, Bridgeport, California; the third regular meeting of the month shall be held in the Board of Supervisors Meeting Room, 3rd Floor, Sierra Center Mall, Suite 307, 452 Old Mammoth Road, Mammoth Lakes, California. Videoconferencing will be

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available each week between Bridgeport and Mammoth Lakes. Business shall normally be conducted between 9:00 a.m. and 5:00 p.m., but may continue past 5:00 p.m., without objection from the members present.

An annual calendar of meetings shall be adopted by the Board at their first meeting in January. The calendar will include all known regular meetings. Any meeting may be canceled upon the order of the Chair, or by a majority of Board members.

Rule 4. Special Meetings, Budget Hearings, Workshops and Planning Meetings

Special meetings may be called at any time by the Chair, or by a majority of the members. Upon the call of a special meeting, the Clerk will prepare and distribute, at least 24 hours before the time of the special meeting, written notice to each member and to a local newspaper of general circulation. The notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings (Government Code §54956).

Budget Hearings, Workshops, Study Sessions and Planning Meetings may be called by the Chair or by a majority of the Board at times and locations in accordance with the law and specified notice provisions.

Rule 5. Emergency Meetings

Emergency meetings may be called by the Chair or by a majority of the Board, in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities. Upon the call of an emergency meeting, the Clerk shall give notice of the meeting, and comply with posting requirements (Government Code §54956.5).

Rule 6. Closed Sessions

Closed sessions of the Board can be called by the Chair or by a majority of the Board, for those purposes allowed by law (Government Code §54956.7).

Prior to holding any closed session, the Chair shall announce the session in an open meeting, and shall provide an opportunity for public comment on items on the closed session agenda. During the closed session the Board may consider only those items on the agenda. At the conclusion of the closed session the Board shall report, in an open meeting, as required by law, action taken (Government Code §54957.1).

IV. ELECTIONS, POWERS, AND DUTIES OF THE CHAIR, VICE-CHAIR, AND CHAIR PRO-TEMPORE

Rule 7. Annual Selection of Chair and Vice Chair

At its first regular meeting, after January 1ST of each year, the Board shall nominate and elect from its membership a Chair, Vice Chair, and a Chair Pro-Tempore. The Chair shall call the meeting to order and the first order of business shall be the election of officers for the ensuing calendar year. The Chair, Vice Chair, and Chair Pro-Tempore shall serve until the election of their successors. It is intended (but not mandated) that the Supervisor elected as Vice Chair will succeed the Chair in the following year and that the Chair Pro-Tempore shall similarly succeed the Vice Chair.

Rule 8. Powers of Chair, Vice-Chair, and Chair Pro-Tempore

The Chair shall serve as presiding officer of the Board, rule on questions of procedure and execute official Board records and documents presented by the County Administrator/Clerk. In the absence or unavailability

of the Chair, the Vice-Chair shall call the meeting to order and serve as presiding officer. The Vice-Chair shall have and exercise all powers and duties of the Chair for meetings over which he or she is called to preside and at ceremonial and official functions, which the Chair cannot attend.

If both the Chair and the Vice-Chair are absent or unable to participate, the Chair Pro-Tempore shall call the meeting to order, serve as the presiding officer, and shall have and exercise all power and duties of the Chair for the meeting over which he or she is called to preside and at ceremonial and official functions, which the Chair or Vice Chair cannot attend.

V. AGENDAS AND AGENDA MATERIALS

Rule 9. Meeting Agenda

At least 72 hours before a regular meeting, the Clerk shall post an agenda. The agenda shall consist of a brief statement of each item to be considered by the Board (Government Code §54950). The agenda shall indicate the time and location of the meeting and shall be posted as required by law.

Rule 10. Addendums/Supplemental Agenda Items

The Clerk shall prepare, post, and distribute all addendums/supplemental agendas when there has been an item added, continued, deleted, and/or modified since the distribution of the initial meeting agenda.

Rule 11. Use of Novus Agenda Software

All Departments/Agencies shall use Novus Agenda Software to prepare agenda items and submit supporting documents. Departments will work directly with the Clerk of the Board if they require assistance in creating an agenda item.

Rule 12. Department/Agency Agenda Responsibilities

When submitting an item for consideration by the Board, it is the responsibility of the originating Department /Agency to provide all required information, and to meet all established deadlines. Exceptions to deadlines will be considered if items are deemed to be time sensitive or of special importance to a Board member. The Clerk of the Board will work directly with departments to add agenda items after the deadline, or may require departments to obtain approval of the CAO prior to adding late items. Board members may work with the CAO, Clerk of the Board, or pertinent department head when needing to add items to an agenda.

Outside agencies and citizens will work with the Clerk of the Board when requesting an agenda item for Board consideration, and will follow established guidelines found in Appendix C (Request to place an Item on the Board's Agenda).

Rule 13. Review and Filing of Agenda Items

After preparing agenda items in Novus Agenda, all items will require review by the County Administrator, County Counsel, and Finance Director. Any one of these three reviewers may ask for additional information, clarification, and may determine not to place any item on the agenda that is not complete or is not submitted in accordance with instructions. Without amendment to these Rules, agenda submittal instructions may be amended or additional requirements imposed to ensure appropriate review and Brown Act compliance.

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Rule 14. Board Correspondence

Correspondence addressed to the Board of Supervisors will be placed on the agenda by the Clerk of the Board. If the Clerk determines that correspondence is legally questionable, objectionable, or of no interest to the public, she/he will receive direction from the CAO, County Counsel, and/or Board members prior to including the correspondence on the agenda. If the Clerk receives correspondence from County departments addressed to the Board, such correspondence will be forwarded to the Board members and CAO and not added to the agenda.

Rule 15. Supplemental Correspondence and Information Prior to Board Meeting and During the Board Meeting

- a) After Initial Agenda Distribution and Prior to the Meeting Rule - Agenda materials distributed, via mail, email, or hand delivered by the public to a majority of the Board or their staff, that is distributed or redistributed to another County employee, must be forwarded to the Clerk for public review.
- b) At the Meeting Rule - Documents, including PowerPoint handouts, distributed to Board members by County employees or Board members themselves at the meeting, shall be kept to a minimum. When necessary to distribute materials at the meeting, 20 copies shall be provided to the Clerk for distribution to: Board members, County Administrator, County Counsel, and the Clerk, with remaining copies available for distribution to the general public. If large numbers of the public are anticipated to attend the Board Meeting on a matter and new information will be distributed to the Board members, then the number of copies should be increased to anticipate the number needed for the public.

Any supplemental correspondence or written information related to an agenda item which is provided to three or more Board members, and/or members of their staffs, shall be concurrently filed with the Clerk and made a part of the official record. This Rule shall not apply to attorney-client privileged communications.

Sufficient copies of supplemental correspondence and information should be delivered to the Clerk and the Clerk shall make the appropriate distribution to the Board, CAO and County Counsel.

VI. CONDUCT OF BUSINESS

Rule 16. Order of Business

The Board shall conduct business in the order specified in the posted agenda or as modified at the discretion of the Chair with the concurrence of the Board. Without amending these Rules, the Board may modify or amend the Order of Business for Regular meetings, which shall be attached to these Rules as Appendix A.

Rule 17. Board Member; Notification of Absence

If any Board member is unable to attend a meeting of the Board, all reasonable efforts shall be made to notify the Chair, County Administrator, and the Clerk, in writing (electronic mail or regular mail) and as soon as possible to ensure there are sufficient members present to consider all agenda items.

Rule 18. Quorum and Action

Three members of the Board shall constitute a quorum sufficient to transact business. In the absence of a quorum, the remaining members or the Clerk may adjourn the meeting to another date and time in accordance with Government Code §54944 and shall post a Notice of Adjournment.

Rule 19. Matters Not on the Agenda/Emergency Items

No action shall be taken on any item not appearing on the posted agenda except:

- a) Upon a majority vote of the Board that an emergency situation exists as defined in Government Code §54956.5;
- b) Upon a determination by a four-fifths (4/5) vote of the Board, or if less than four-fifths (4/5) of the members are present, a unanimous vote of those members present, that 1) there is a need to take immediate action, and 2) the issue arose subsequent to the agenda being posted.

Any requests to hear a matter not on the agenda or emergency item shall be communicated to the Chair, County Administrator, County Counsel and Clerk as soon as the need becomes known.

Rule 20. Consent/Regular Calendar Items

Agenda items on the Consent Calendar are routine in nature, consistent with adopted Board policy, and do not require individual consideration. The Consent Calendar will be enacted by one motion for approval of the recommended actions. There will be no separate discussion of these items prior to the time the Board votes on the motion unless any member of the Board or the public requests removal of a specific item from the Consent Calendar for separate discussion and action. Any Board member may ask the Clerk to record a “no” or “abstention” vote on any Consent Calendar item.

Agenda items on the Regular Calendar require separate discussion and/or action and may include, but are not limited to changes in policy, items that require the Board to consider options and provide direction, requests for new or unbudgeted positions, introductions or adoption of a proposed Ordinance, Public Hearings, and other matters as required by law.

Rule 21. Public Hearings

Upon receipt of a request by a Department/Agency or Board member for a public hearing, the County Administrator or Clerk may set the hearing without action of the Board unless the Board is required by law to schedule the hearing. In that event, the matter shall be placed on the Consent Calendar to set the hearing.

Subject to the Chair’s right to maintain order, any person wishing to speak at a public hearing shall be heard. Except for rebuttal allowed an applicant, or the appellant in the case of an appeal, each speaker shall speak only once.

Each speaker’s presentation at a public hearing shall be relevant and to the point, and shall be as brief as possible; visual and other materials may be used as appropriate. The Chair may establish a time limit for presentations. When speakers use or submit to the Board visual or other materials, such materials shall become part of the file and identified and maintained as such. When CDs, DVDs, thumb drives, USB memory sticks, or other portable electronic media (e-media) are submitted to the Board, at least one hard-copy of the information stored on the e-media must be provided to the Clerk. Speakers with lengthy presentations are encouraged to submit them in writing.

The closing of a public hearing signifies the point after which the Board will no longer accept or consider any additional communication on the matter that was the subject of the hearing. As used in this Rule, “communication” includes oral communication; written communication such as documents, letters, and

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photographs; and any type of electronic communication, including e-mails, e-mail attachments, graphic images, spread sheets, text messages, and social media messages.

Should the Board close a public hearing and continue its deliberations to a subsequent meeting, or announce a tentative decision, by motion or other proceedings, and defer its action on a final decision to a subsequent meeting to allow preparation of appropriate findings and/or conditions of approval, any written or electronic communication received by a Board member or the Clerk after the close of the hearing on the matter that was the subject of the hearing shall be placed in a separate file kept by the Clerk and labeled to indicate it was received after the close of the hearing. Late written and electronic communication shall not be given to Board members, nor should Board members retain copies.

Should County staff determine that communication received after the close of a public hearing should be considered by the Board prior to its rendering a final decision on the matter that was the subject of the hearing, County staff shall recommend to the Board that the hearing be reopened. If the Board concurs, the Board shall reopen the hearing, following appropriate notice, for the limited purpose of receiving testimony and evidence on the new information.

VII. PROCEDURE AND VOTING

Rule 22. Order and Decorum

The Chair shall preserve order and decorum and shall decide all questions of order and procedure subject to an appeal to the Board. The nature of any appeal shall be briefly stated and the Chair shall have the right to state the reason for his or her decision.

A Board member wishing to speak shall refrain until he or she has been recognized by the Chair. While a Board member is speaking, other Board members shall be respectful and shall not engage in or entertain private discussions.

Consistent with the purpose of the Rules, members are encouraged to use a formal style, including appropriate titles, in addressing the public, staff and each other. All members shall refrain from the use of profanity, emotional outbursts, personal attacks or any speech or conduct which tends to bring the organization into disrepute.

Rule 23. Commitment to Civility

To assure civility in its public meetings, staff and the public are also encouraged to engage in respectful dialog that supports freedom of speech and values diversity of opinion. To achieve compliance with these Rules, Board members, staff, and the public are encouraged to:

- Create an atmosphere of respect and civility where elected officials, County staff, and the public are free to express their ideas;
- Establish and maintain a cordial and respectful atmosphere during discussions;
- Foster meaningful dialogue free of personal attacks;
- Listen with an open mind to all information, including dissenting points of view, regarding issues presented to the Board;

- Recognize it is sometimes difficult to speak at Board meetings, and out of respect for each person's feelings, allow them to have their say without comment, including booing, whistling or clapping;
- Adhere to speaking time limit.

Rule 24. Use of Electronic devices and documents

The use of electronic documents, via iPads or other electronic means, is encouraged as a means of reducing the production and distribution of paper documents, and thereby decreasing costs.

Any member of the public may view the same electronic documents on line at:

http://monocounty.ca.gov/meetings_sub/bos, or may view the documents in paper form in the Clerk of the Board's Office.

The Board shall refrain from emailing, texting, using social media, or otherwise engaging in electronic communications in the Board Chambers on matters that are listed on the Board agenda.

Rule 25. Motions – General

Any motion for action shall require a second before being acknowledged by the Chair. The Clerk shall enter into the minutes the motion and the names of the moving and seconding members. After a motion is stated by the Chair, it shall be open for debate but may be withdrawn by the maker at any time before a decision is made or an amendment adopted. A motion may be amended with the consent of the moving and seconding members at any time before a decision is made or an amendment adopted unless another motion is pending. The Clerk shall enter into the minutes the vote of each member on each motion.

Rule 26. Voting

It shall take at least three affirmative votes of the Board to pass any motion (Govt. Code §25005), except where supermajority four-fifths (4/5) votes or unanimous votes are required by law. Appendix B contains a list of common items that require a four-fifths (4/5) vote. Appendix B may be up-dated without amending these Rules. An abstention shall count as neither an "aye" nor a "no" vote.

A supervisor who is absent from all or a part of: (1) a public hearing, (2) an item that requires findings, or (3) an item that is quasi-judicial in nature, may subsequently vote on the matter if the supervisor has reviewed all evidence received during his/her absence, listened to the Clerk's recording or read a true and complete transcript of the proceedings, and so states on the record.

Rule 27. Roll Call Votes

The roll need not be called in voting upon a motion except where specifically required by law or requested by a Board member or the Chair. Each roll call vote shall be made in an order determined by the Clerk or directed by the Chair but generally shall first include: the maker of the motion; the member who seconded the motion; the balance of the members present, with the Chair called last, unless the Chair made, or seconded, the motion.

Rule 28. Conflicts of Interest

Any Board member with a disqualifying conflict of interest must, in compliance with the Political Reform Act:

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- a) Publically state the nature of the conflict in sufficient detail to be understood by the public;
- b) Recuse himself/herself from discussing and voting on item; and
- c) Leave the room until after the discussion, vote, and other disposition of the matter is concluded, unless the matter has been placed on the Consent Calendar.

The member may be allowed to address the Board as a member of the public. Disclosure of a conflict shall be noted in the official Board minutes. The member must also comply with all other applicable conflicts of interest laws.

Members may not have a financial interest in a contract approved or considered by the Board. In these cases disclosure and recusal does not remove the conflict and such a contract is considered void (Government Code §1090). The Board member is encouraged to discuss possible conflicts with County Counsel prior to the meeting.

Rule 29. Motion to Rescind

A motion to rescind any action or motion shall require four-fifths (4/5) vote unless notice has been given at the previous meeting, either verbally or in writing. If notice has been given, the motion requires only a majority vote of all the members of the Board. A motion to rescind is not in order if action has been taken which cannot be changed.

Rule 30. Motion to Reconsider

Any Board member who votes in the majority on a question, as well as any Board member who was absent, is eligible to make a motion to reconsider. A motion to reconsider shall be in order during the meeting at which the action to be reconsidered took place provided members of the public in attendance during the original action are still present in the Board chamber. In all other cases, motions for reconsideration must be placed on a future agenda for action.

A motion to reconsider shall require a majority vote. A motion to reconsider, if lost, shall not be renewed nor shall any subject be reconsidered a second time within twelve (12) months except by a four-fifths (4/5) vote of the Board. A motion to reconsider is not in order if action has been taken which cannot be changed.

Rule 31. Substitute Motion

A substitute motion is an amendment where an entire resolution or section, or one or more paragraphs is struck out and another is inserted in its place. The motion to substitute, if adopted by majority vote, does away entirely with the original motion. The vote shall then be taken on the motion that was substituted. A substitute motion is appropriate if amendments become involved or a paragraph requires considerable changes. A substitute motion may not be made when an amendment is pending.

Rule 32. Ordinances

Ordinances (other than zoning ordinances) are introduced at one meeting (first reading), then generally placed on the agenda for adoption at a subsequent meeting.

- The first reading will become the primary meeting at which: (1) the title of the ordinance will be read; (2) the Board will typically consider a motion to waive the reading of the text of the ordinance and to

introduce the ordinance by title only; (3) members of the public shall have an opportunity to address the ordinance; (4) the ordinance shall be introduced by a motion and majority vote of the Board.

- At the second reading: (1) the ordinance may be placed on the Consent Calendar for adoption; (2) if pulled from the Consent Calendar for separate action, the title of the ordinance may be read; (3) a motion to adopt the ordinance may be made; (4) a majority vote by roll call will adopt the ordinance.
- Pursuant to Government Code §25123, ordinances shall generally become effective 30 days from the date of final passage.

Zoning ordinances are publicly noticed and may be adopted by majority roll call at one hearing. Other ordinance hearing procedures may be used as required by law.

Rule 33. Planning Matters – Request for Continuance

Any Board member may, at his or her sole discretion, continue a planning matter within his/her District from one agenda to the next available regular meeting of the Board that will allow for any applicable legal noticing requirements.

Rule 34. Planning Matters – Original Jurisdiction

Any member may request the Board to exercise original jurisdiction over a use permit or other planning application, as authorized under the County Code, except in cases where state law requires a recommendation of the Planning Commission prior to action by the Board on the matter. A request to exercise original jurisdiction shall be filed in writing with the Clerk, or made orally at a Board meeting, prior to any decision by a lower level decision maker approving or denying the subject application. A request to exercise original jurisdiction need not state the reasons for the request but shall be brought as a noticed agenda item to the full Board for majority approval.

VIII. DUTIES OF COUNTY STAFF DURING BOARD MEETINGS

Rule 35. County Administrator

The County Administrator shall be present during Board meetings and shall provide such information as necessary to assist the Board members in their deliberation and decision making. The County Administrator may delegate this responsibility to the County Finance Manager or County Counsel should extraordinary circumstances prevent the discharge of this responsibility.

Rule 36. County Counsel

County Counsel shall be present during Board meetings, and shall serve as advisor to the Board on appropriate rules to comply with legal requirements. All questions of law shall be referred to County Counsel for his or her opinion. County Counsel may delegate this responsibility to the Assistant County Counsel or a Deputy County Counsel.

Rule 37. Clerk of the Board

The Clerk or Deputy Clerk shall be present during all meetings for the purpose of taking and maintaining the minutes of the meeting; presenting and receiving correspondence, records, documents, claims, reports, or petitions; preserving all records; marking or attesting all resolutions and ordinances; imparting information on Board documents of public record; and otherwise fulfilling all duties imposed by law or required by the Board.

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The Clerk shall record all regular meetings of the Board by audio or visual means or both. Regular meetings may also be broadcast or webcast.

Rule 38. Sheriff

The Sheriff, or a representative of the Sheriff's Office, shall at the discretion of the Chair or a majority of Board members, be in attendance at the meeting of the Board, for the purpose of maintaining order and upholding the law.

Rule 39. Department and Agency Directors

Department and Agency Directors, or a designee, having any matter on the agenda for consideration by the Board, whether consent or regular, shall be available for the purpose of providing information to the Board and shall also attend any Board meeting when requested to do so by a Board member or the County Administrator. Department and Agency Directors may be present in person or by telecommunication as the items warrants. Given Mono County's seasons and efforts to contain costs, Department and Agency Heads are asked to keep these factors in mind when scheduling meeting attendance.

IX. COMMITTEES

Rule 40. Board Committees/Assignments and Reporting Requirements

The Clerk shall maintain a list of Board Committees and Assignments. Annually, the incoming Chair shall review the list of Committees and Assignments. The list of appointments shall be adopted by the Board at their first meeting in January.

All members who are assigned to special projects, committees, and separate boards or commissions shall provide regular reports to the full Board regarding their activity in connection with the special projects, committees, and separate boards or commissions.(Government Code §53234, et. seq.).

Committee members shall call board committee meetings as needed provided they are held in conformance with the law. The County Administrator's Office and County Counsel shall serve as support staff to all Board committees. Other department heads and/or staff may also support as requested by the committee.

Rule 41. Standing Committees

Standing committees are those which have continuing jurisdiction over a particular subject matter or whose meeting schedule is fixed by resolution or action of the Board. Even if comprised of less than a quorum of the Board, a standing committee is subject to the Brown Act.

The Chair shall appoint members to each standing committee. Generally, appointments shall occur at the Board's first regular meeting in January. All standing committees shall be appointed for the calendar year, and the members shall continue as committee members until their successors have been appointed.

Rule 42. Ad-Hoc Committees

Ad-Hoc committees are not subject to the Brown Act. They may be formed by the Chair or Board action, shall be solely composed of members of the Board, less than a quorum of the Board, shall serve a limited or single purpose, for a limited time, and shall be dissolved once the specific task assigned is completed.

Ad-Hoc Committees are encouraged to conclude their business at the end of each calendar year. The Clerk will maintain a current index of Ad-Hoc Committees and their purpose.

X. OTHER

Rule 43. Board Member Referrals to Staff

Board member referrals, excluding constituent work, that are anticipated to involve significant staff time or other resource commitment and/or are a departure from established county or departmental policy require Board approval prior to starting work. Board members are encouraged to discuss referrals which may require significant resources with the Chair and CAO.

Board approval shall be obtained through majority action of the Board, on an agenda item in which the scope and resource needs of the referral are identified.

Rule 44. Action Summaries and Recordings of Meetings

The Clerk shall prepare and distribute Action Summaries (“minutes”) of Board meetings. The minutes shall consist of the brief statement of each item posted on the agenda and supplemental agenda plus all motions, resolutions and ordinance numbers related thereto, all votes recorded thereon, and the final action taken by the Board. The minutes shall be made available internally and to the public and shall be placed on the Internet.

The Clerk shall maintain the official audio record of each Board meeting for a period of at least 2 years and will make these tapes available for listening by the public at no charge.

XI. PARTICIPATION OF THE PUBLIC

Rule 45. Public Comment / Time Limits

Members of the public have the right to address the Board on any item within the subject matter jurisdiction of the Board (Government Code §54954.3). Members of the public shall direct their comments to the Chair who may, at his or her discretion, request a response from staff. Time limitations are at the discretion of the Chair, and may be reduced or extended.

Public comments on items on the agenda will be called prior to the Board taking action on the item.

Under the Public Comments portion of the meeting, members of the public will be allowed to address the Board regarding any item **not on the agenda**. No action may be taken on items not on the agenda unless authorized by law.

Rule 46. Orderly Conduct

The Chair may determine when orderly conduct of a meeting is not feasible owing to disruptive behavior by persons in attendance. The Chair may request that person(s) disrupting the meeting leave the chambers/meeting room. If order cannot be restored, the Chair may order the chambers/meeting room cleared and continue in session. Members of the news media, except those participating in the disturbance, shall be allowed to remain. The Chair may re-admit any person(s) provided their re-admission will not disrupt the continued orderly conduct of business. The Chair may also call a recess and reconvene when order has been restored.

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Rule 47. Security and Prohibition of Banners/Signs or other Hazardous Objects

The Board has the power to implement security measures in the chambers/meeting room. Signs, posters, banners or other hazardous objects which could impair the safety of individuals in the event of an emergency are prohibited in the chambers/meeting room. Any large object/container that may be deemed a hazardous object which could impair the safety of individuals in the event of an emergency may be prohibited in the chambers/meeting room.

XII. Appendix A. Order of Agenda

Generally, business at Regular meetings shall be transacted in the following order. Business may be reordered by the Chair or by a majority of members. Without amending these Rules, the Board may modify or amend the Agenda Order.

- I. Call to Order (9:00 a.m.)
- II. Pledge of Allegiance
- III. Public Comment on matters not on the agenda, but within the subject matter jurisdiction of the Board
- IV. Approval of Minutes
- V. Presentations
- VI. Board Member Reports on assigned Boards, Councils, Commissions or other meetings attended
- VII. County Administrative Officer Report
- VIII. Department/Commission Reports
- IX. Consent Calendar
- X. Correspondence Received
- XI. Regular Morning Calendar
- XII. Public Comment on Closed Session Items
- XIII. Closed Session
- XIV. Reconvene and Report from Closed Session (2:00 p.m. unless adjusted by the Chair as needed)
- XV. Public Comment on matters not on the agenda, but within the subject matter jurisdiction of the Board
- XVI. Regular Afternoon Calendar

Adjournment – Meeting Adjourned in the Memory of/Moment of Silence/Reading of Names, City

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XIII. APPENDIX B. 4/5ths and Unanimous Vote Requirements

Subject	Vote	Code	Description
Off Agenda Action	Unanimous	Gov Code §54954.2(b)(2)	To consider an item not on the Agenda, the Board must make findings that the need to take action arose after the Agenda was posted. The vote requires at least four votes of the Board if two-thirds of the members are present. If less than two-thirds are present, it requires a unanimous vote.
Airport	4/5	Gov Code §26021	Property acquisition for airport purchases by purchase, condemnation or lease; resolution for County aid.
Airport	4/5	Gov Code §26026	Contribute money to the United States for the acquisition or improvement by the United States or any of its authorized agencies of airports in the county.
Bonds		Gov. Code §§26880, 26885, 26946, 29917, 53595.20, 53345.8; Sts. & Hwys Code §§9132, 5227, 10355, 9534.5; Ed. Code §15145; Pub. Util. Code §§99100, 99102, 99118, 99119	There are many special voting requirements and other processes required for bonds. Please check with counsel.
Bridges	4/5	Pub. Contract §20405(c)	Modify the plans, specifications and working details of bridge construction contracts.
Budget	4/5	Gov Code §29088	Changes to proposed budget after budget hearing but prior to final budget
Budget	4/5	Gov Code §29125	The following transfers and revisions to the adopted appropriations require a 4/5 vote: (1) between funds; or (2) transfers from appropriation for contingencies.
Budget	4/5	Gov Code §29127	Adopt resolution necessary to appropriate and expend funds necessary to meet specific emergencies.

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Budget	4/5	Gov Code §29130	Make available for appropriation any of the following fund balances: a) Restricted, committed, assigned, and unassigned fund balances, excluding the general reserves and nonspendable fund balance; b) Amounts that are either in excess of anticipated amounts or not specifically set forth in the budget derived from any actual or anticipated increases in financing sources.
Collections	4/5	Gov Code §26220(a) and (b)	a) Assign for the purpose of collection any or all delinquent bills, claims and accounts, and any or all money judgments taken in the name of the County. b) Assign for the purpose of collection any or all delinquent or unsecured taxes.
Condemnation/Eminent Domain	4/5	Code of Civ. Pro §1245.240	Adopt a resolution of necessity prior to commencing an eminent domain proceeding.
Contracts	4/5	Pub. Contract Code §20128	Modify terms of a construction contract.
Contracts	4/5	Pub. Contract Code § 20135	Alter or change in any manner the plans and specifications previously adopted by the Board for the erection, alteration, construction, or repair of any public building or structure, where such alteration or change increases cost.
Contracts	4/5	Pub. Contract Code §20136	Adopt an order to alter or change a contract that is for the erection, construction, alteration or repair of any public building or other structure.
Contracts	4/5	Pub. Contract Code § 20137	Contracts for the erection, construction, alteration, or repair of any public building or other structure: the Board may authorize a change if it does not exceed 10% of the original contract price
Contracts	4/5	Pub. Contract Code § 20150.10	Adopt a resolution declaring that a project can be performed more economically by county personnel, or that in the Board's opinion a contract to perform the project can be negotiated with the original bidders at a lower price than that in any of the bids, or the materials or supplies furnished at a lower price in the open market.
Contracts	4/5	Pub. Contract Code § 22038(a)(2)	After rejection of bids, adopt a resolution that declares that a project can be performed more economically by the employees of the agency.
Contracts	4/5	Pub. Contract Code §22050(a)(1)	In the case of an emergency, repair or replace a public facility, take any directly related and immediate action

Mono County Board Rules of Procedures

			required by that emergency, and procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let contracts. (See also Pub. Contract Code §22035.)
Contracts	4/5	Pub. Contract Code §22050(b)(1)	Adopt a resolution or ordinance that delegates to the appropriate county administrative officer, chief engineer or other nonelected agency officer, the authority to order any action pursuant to the emergency powers described in (a)(1) above.
Contracts	4/5	Pub. Contract Code §3400(c)(4)	Use of specific brand/trade name (without "or equal") in the invitation of bids or requests for proposals in order to respond to an emergency declared by a local agency by a four-fifths vote.
Counsel	4/5	Gov. Code § 25203	Employ counsel to assist the district attorney, county counsel or other counsel for the county or public entity for which the Board is the governing body.
Flood Control, Maintenance and Sanitation District	4/5	Gov. Code § 23014	Adopt a resolution appropriating any of its available moneys to a revolving fund (not to exceed \$500,000) to be used by any county sanitation district, county flood control district, or county district maintenance district located wholly within the county for certain purposes.
Legislation	4/5	Gov. Code §25123(d); Elec. Code §9141(a)(4)	Adopt ordinances that are for the immediate preservation of the public peace, health or safety, which contain a declaration of the facts constituting the urgency, in which case the ordinance shall take effect immediately.
Parks	Unanimous	Gov. Code §25583	Adopt a resolution of intention to abandon a park or a portion of a park and fix a time when it will meet to take final action.
Parks	4/5	Gov. Code §25553	Find that the enlargement or improvement of the public park, beach, golf course or recreation ground is of general county interest or that the cost of maintenance is increased by reason of use by residents of the county outside of the city, such that the Board may determine to extend aid to city parks.
Planning	4/5	Gov. Code §65858	Adopt as an urgency measure, an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal. Any extension of time on the interim ordinance also requires a 4/5 vote.

Mono County Board Rules of Procedures

Planning	4/5	Pub. Util. Code §§ 21676, 21676.5	Overrule an airport land use commission's determination.
Property	Unanimous	Gov. Code §25363	Cash sale or lease of any property not required for public use at a noticed public auction (4/5ths vote); sale or lease at an unadvertised, private sale can be authorized by simple majority, but only after the Board unanimously finds that the value of the property does not exceed \$500, monthly rental value is less than \$75 or it is a product of a County farm.
Property	Unanimous	Gov. Code §25550 & §25550.5	Conveyance of county property to city for public park purposes
Property	4/5	Gov. Code §25365(a)	Convey to another governmental agency within the county any real or personal property
Property	4/5	Gov. Code §25365(b)	Exchange real property with any person, firm or corporation for the purpose of removing defects in the title or where the real property is not required for county use and the county to be acquired is required for county use.
Property	4/5	Gov. Code §25515.2(c)	Action to approve any sale, lease, lease with option to purchase, development or contract agreement for public property after a request for proposals.
Property	4/5	Gov. Code §25536(a)	Enter leases, concession or managerial contracts involving leasing or subleasing county-owned, leased or managed property devoted to or held for certain purposes
Property	4/5	Gov. Code §25536(c)	Sell or lease county-owned property without complying with Article 8 "Sale or Lease of Real Property" if the county repurchase or leases back the property as part of the same transaction. Pledge specific revenues as security for the payment of obligations incurred in the repurchase or leaseback of the property.
Property	4/5	Gov. Code §25536.5	Approve an agreement to amend a lease, sublease, concession or managerial contract entered to permit a permanent improvement or alteration of property at the expense of the lessee or concessionaire and to permit a credit on rentals or other reimbursement.
Property	4/5	Gov. Code §25526	Adopt a resolution declaring intent to sell or lease property.
Property	4/5	Gov. Code §53867	Determines that property cannot be sold for a sum at

Mono County Board Rules of Procedures

			least equal to the total of the amount paid, all accrued penalties and delinquencies, and necessary expenses incurred, the local agency may sell the property or lien for less than such total but not less than the fair market value of the property or lien.
Roads	Unanimous	Sts. & Hwy Code §1026(c)	County aid to road districts: order the expense of material for highway construction to be paid out of the county general fund.
Special Assessment Districts	4/5	Sts. & Hy. Code §§ 2808.5, 2808.6, 2808.7	There are several statutory special vote requirements related to special assessment districts. Please consult with County Counsel.
Special Purpose District	Unanimous	Gov. Code § 26909, subd. (b)	Approve a unanimous request made by the governing board of a special district to replace an annual audit with another specified audit.
Streets and Highway	4/5	Sts. & Hwy. Code §942	Let county equipment used in the maintenance and construction of county roads, when such equipment is not in use upon the roads under the jurisdiction of the board, and may charge for the use thereof a rental, and arrange the basis of compensation, in keeping with the general conditions prevailing in the county in which the transaction is made.
Streets and Highway	4/5	Sts. & Hwy. Code § 969.5	Adopt a resolution that determines that the general county interest demands the improvement or repair of a privately owned road.
Streets and Highway	4/5	Sts. & Hwy. Code § 1070	Determine that the public convenience and necessity demand the acquisition or construction of a new county highway or improvement, repair or maintenance of any existing county highway, and the expense of such new highway or the expense of improving, repairing, or maintaining such existing highway is too great to pay out of the road fund of the district (such that the Board may adopt a resolution to make such acquisition or do such work and charge the expense to the county general fund, the road fund of the county, or the district fund of any district benefited).
Streets and Highway	4/5	Sts. & Hwy. Code § 1627	Adopt a resolution that establishes a “county highway right of way acquisition revolving fund” for acquiring rights of way for county highway purposes through purchase or condemnation.

Mono County Board Rules of Procedures

Streets and Highway	4/5	Sts. & Hwy. Code §§ 1680, 1686	Adopt a resolution that determines that certain activities are of general county interest and that county aid may be extended to cities for city streets.
Streets and Highway	4/5	Sts. & Hwy. Code § 1700	Adopt a resolution that declares any highway lying in whole or in part within a city to be a county highway for one or more of the following purposes: acquisition of rights-of-way, construction, maintenance, improvement, or repair.
Tax	4/5	Gov. Code § 53724	Approve an ordinance or resolution that proposes a tax that is subject to approval by the voters pursuant to Government Code section 53722
Tax	4/5	Rev. & Tax. Code § 7285	Approve ordinance proposing a transactions and use tax for general purposes.
Tax	4/5	Rev. & Tax. Code § 7285.5	Adopt ordinance regarding a transactions and use tax for specific purposes.

Mono County Board Rules of Procedures

XIV. APPENDIX C. Request to place an Item on the Board's Agenda by the public or non-County entities

- a) The public or any non county entity (i.e. other governments, businesses, non-profits groups or other interest groups) are requested to contact the Clerk of the Board of Supervisors (760-932-5533 or 760-932-5538) for the date of the next available agenda. This information online at: <http://monocounty.ca.gov/bos>; click on **Meetings** link.
- b) A non-county individual or group seeking placement of an item on the Board of Supervisor's Agenda must have one of the Supervisors sponsor the item, and notify the Clerk of the Board with the name of Board Member sponsor.
- c) The following information is required via email to the Clerk of the Board of Supervisors before the item will be added to the agenda:
 - *A brief description of the item to be discussed.*
 - *Is there a requested Board action, or is this item informational?*
 - *Is there a fiscal impact to the County?*
 - *Name of the person(s) who will be appearing before the Board to make the presentation.*
 - *The amount of time requested, including discussion and questions from the Board.*
 - *Preferred time of presentation, morning or afternoon.*
Morning is between 9:30-12:00 p.m.; afternoon is after 2:00 p.m.

NOTE: *An afternoon time may not be possible if the meeting will be finished before Noon.*

 - *If the request is coming from an organization, please provide via email a cover memo on the organization's letterhead addressed to the Mono County Board of Supervisors describing in detail the request, expected Board action, and fiscal impact.*
 - *If handouts are to be provided or additional information at the Board meeting, you must provide this information via email to the Clerk of the Board of Supervisors. At least 20 copies for public distribution*
 - *If a PowerPoint presentation will be presented, please email it prior to the agenda deadline so it can be included in the Board's packet.*
- d) Upon request, the Clerk of the Board will provide a copy of a sample cover memo.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 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:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval

6/30/2014 12:45 PM	County Administrative Office	Yes
6/30/2014 12:28 PM	County Counsel	Yes
6/24/2014 12:09 PM	Finance	Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Jim Leddy

SUBJECT

Closed Session - Public Employee
Performance Evaluation - Government
Code section 54957. Title: County
Administrator.

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

RECOMMENDED ACTION:

FISCAL IMPACT:

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](#)

No Attachments Available

History

Time	Who	Approval
6/30/2014 12:45 PM	County Administrative Office	Yes
6/30/2014 12:28 PM	County Counsel	Yes
6/24/2014 12:10 PM	Finance	Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 2014

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Conference with Legal Counsel

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
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
7/8/2014 3:11 PM	County Administrative Office	Yes
7/9/2014 11:38 AM	County Counsel	Yes
7/9/2014 8:47 AM	Finance	Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE July 15, 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: County of Mono v. Standard Industrial Minerals.

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:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
7/10/2014 1:20 PM	County Administrative Office	Yes
7/10/2014 12:01 PM	County Counsel	Yes
7/10/2014 12:16 PM	Finance	Yes