

Agenda

County of Inyo Board of Supervisors

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

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

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

Note: Historically the Board does break for lunch, the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

October 7, 2014

OPEN SESSION

- 10:00 a.m.**
1. **PLEDGE OF ALLEGIANCE**
 2. **PUBLIC COMMENT**
 3. **BOARD OF SUPERVISORS – Supervisor Matt Kingsley** – Request Board approve a proclamation honoring Richard "Rich" Coffman of the Big Pine Volunteer Fire Department as the Inyo County Firefighter of the Year and after approval present the Proclamation to Mr. Coffman.
 4. **BOARD OF SUPERVISORS – Supervisor Matt Kingsley** – Request Board approve a proclamation declaring the Week of October 5 through 11, 2014 as Fire Prevention Week in Inyo County.
 5. **WILD IRIS** – Request Board proclaim the month of October, 2014 as Domestic Violence Awareness Month in Inyo County.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

6. **Advertising County Resources** – request Board approve the final payment of \$4,250 to the Southern Inyo Community Foundation for the Lone Pine Film History Museum Billboard Advertising Program which is a FY 2013-14 Community Project Sponsorship Grant Project.
7. **Motor Pool** - Request Board award the bid for and approve the purchase of a Bobcat commercial riding mower to Bliss Power Lawn Equipment of Sacramento in an amount not to exceed \$8,407.68.
8. **Personnel** – Request Board consider and deny the request for a leave of absence without pay from October 8, 2014 through October 31, 2014, in accordance with Article X, Leaves, 10.4(a) of the Inyo County Personnel Rules and Regulations.

HEALTH AND HUMAN SERVICES

9. **Health Services** – Request approval of Amendment No. 1 to the Contract between the County of Inyo and Southern Inyo Healthcare District for the provision of medical, on-call, and nurse practitioner services for the period of July 1, 2013 through June 30, 2018, with no increase to the original Contract amount which is \$454,500, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.

10. **Social Services** – Request Board appoint Melissa Best-Baker, Inyo County Health and Human Services Acting Management Analyst, as the Local Governmental Agency (LGA) Coordinator for Inyo County for the purposes of coordinating Medi-Cal Administrative Activities (MAA)/Targeted Case management (TCM) activities with the California Department of Health care Services, effective October 7, 2014.

ROAD DEPARTMENT

11. Request approval to close School Street, between Baker Creek Road and Blake Street, on November 1, 2014, from 8:45 a.m. to 10:00 a.m., for the purpose of the Big Pine High School Homecoming Parade
12. Request approval to close Bartell Road between Hill Street and Richards Street, on October 11, 2014 from 9:00 a.m. to 12:00 p.m., for the Annual Fall Fandango parade by the Big Pine Paiute Tribe.
13. Request approval to remove two trees in the road right of way at 132 N. Jackson Street, in Independence, by County Road Department personnel.

DEPARTMENTAL (To be considered at the Board's convenience)

14. **BOARD OF SUPERVISORS – Supervisor Rick Pucci** – Request Board appoint Ms. Annette Switzer as the Third District Planning Commissioner to complete an unexpired four-year term ending December 31, 2014 and a four year term ending December 31, 2018. (*Notice of vacancy resulted in one request for appointment being received from Ms. Switzer.*)
15. **AUDITOR-CONTROLLER** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Office Technician position comes from General Fund, as certified by the Auditor-Controller, and concurred with by the County Administrator; B) where internal candidates meet the qualifications for the position, the vacancy would be filled through an internal recruitment, however, if an internal recruitment fails, authorize an external recruitment; and C) approve the hiring of one Office Technician I, II, or III, depending upon qualifications, at Salary Ranges 55, 59, or 63, (\$3,027 - \$4,433).
16. **DISTRICT ATTORNEY** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Legal Secretary position comes from General Fund, as certified by the District Attorney, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment; and C) approve the hiring of one Legal Secretary I at Range 56 (\$3,101 – \$3,764) or II at Range 60 (\$3,403 – \$4,133) depending upon qualifications.
17. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** – Request Board ratify the Memorandum of Understanding including seven enclosures with Anthem Blue Cross, effective January 1, 2014, describing responsibilities for mental health services as part of California's Medi-Cal Managed Care expansion; and authorize the HHS Director to sign.
18. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** – Request Board ratify the Memorandum of Understanding with California Health and Wellness, effective January 1, 2014, describing responsibilities for mental health services as part of California's Medic-Cal Managed care expansion; and authorize the HHS Director to sign.
19. **HEALTH AND HUMAN SERVICES – Senior Services** – Request Board ratify Amendment No. One to the Contract between the County of Inyo and California Indian Legal Services for the provision of legal services to order adults eligible for services through the Eastern Sierra Area Agency on Aging (ESAAA), modifying the Scope of Work to authorize legal educational presentations on designated topics, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.
20. **PROBATION** – Request Board ratify and approve the Contract between the county of Inyo and Inyo County Superintendent of Schools for an Extended Day Program for the period of July 1, 2014 through June 30, 2015 in an amount not to exceed \$21,227, contingent upon VLF receipts from the California State Controller's Office; and authorize the Chairperson to sign.

21. **PROBATION** – Request Board ratify and approve the Contract between the county of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 2, 2014 through June 30, 2015 in an amount not to exceed \$31,840, contingent upon VLF receipts from California State Controller's Office; and authorize the Chairperson to sign.
22. **PUBLIC WORKS – Airports** – Request Board ratify and approve payment of two invoices total \$14,149.19 to Owenyo Services for reimbursement of Jet A and 100 LL fuel that was left in the fuel tanks located at the Lone Pine Death Valley Airport when Inyo County took over the Airport operations on July 1, 2014.
23. **SHERIFF'S DEPARTMENT** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for deputy sheriff and correctional officer positions comes from General Fund, as certified by the Sheriff and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; C) approve the hiring of two Deputy Sheriff positions at Range 67SA-SC (\$4,107 - \$5,510) and authorize hiring up to the D step for a qualified lateral applicants; D) if no qualified lateral applicants apply, authorize the closed recruitment and hiring of two Deputy Sheriff positions at Range 67SA-SC; and E) approve the hiring of one Correctional Officer at Range 64 (\$3,735 - \$4,539) effective November 6, 2014 per MOU .
24. **SHERIFF'S DEPARTMENT** – Request Board
 - A) conduct a **public hearing** to gather input regarding the intended use for the "Citizen's Option for Public Safety" (COPS) monies received during FY 2013-2014; and B) accept and approve the use of COPS monies for equipment and programs that are necessary to support the needs of frontline law enforcement; and
 - C) conduct a **public hearing** to gather input regarding the intended use for the "Citizen's Option for Public Safety" (COPS) monies received during FY 2014-15 and D) accept and approve the use of COPS monies for equipment and programs that are necessary to support the needs of frontline law enforcement.
25. **SHERIFF'S DEPARTMENT** – Request Board authorize the purchase of various items from the FY 2014-2015 Sheriff General budget 022700, object codes as identified by staff, in the total amount of \$75,000 from the remaining amount of \$76,179.53 of the 2012-13 COPS allocation to be spent by the end of June, 2015.
26. **PLANNING** – Request Board review a proposed rule to designate critical habitat for the Western Distinct Population Segment of the Yellow-billed Cuckoo pursuant to the Federal Endangered Species Act, review and approve the correspondence in regards thereto, and authorize the Chairperson to sign.
27. **PLANNING** – Request Board review the Grant Application Guide for the Caltrans Sustainable Transportation Planning Fiscal Year 2015-2016 Strategic Partnerships and Sustainable Communities Grants, provide input, and authorize staff to submit a grant application.
28. **COUNTY ADMINISTRATOR** – Request Board A) appoint the County Administrator or designee to serve as the County's representative on the Board of Directors for the California Broadband Cooperative and B) authorize the County Administrator to notify the California Broadband Cooperative that the stipend, and actual and reasonable expenses paid the County's representative on the Board of Directors be paid directly to the County of Inyo.
29. **COUNTY ADMINISTRATOR - Information Services** – Request Board ratify and approve the renewal of a Software Maintenance Agreement between SunGuard Public Sector and the County of Inyo for the County's enterprise accounting system IFAS for the period of July 1, 2014 through June 30, 2015 in an amount not to exceed \$35,926.
30. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.
31. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.

32. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.
33. **COUNTY ADMINISTRATOR - Emergency Services** – Request Board continue the local emergency, known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.
34. **COUNTY ADMINISTRATOR – Inyo Recycling and Waste Management** – Request Board consider and adopt a Countywide Environmentally Preferable Purchasing Policy.
35. **CLERK OF THE BOARD** - Request approval of the minutes of the Board of Supervisors Meetings as follows: A) Regular Meeting of September 2, 2014; B) Special Meeting – Budget Hearings of September 3, 2014; C) the Special Meeting of September 5, 2014; D) the Regular Meeting of September 9, 2014; and E) the Regular Meeting of September 16, 2014.

TIMED ITEMS (Items will not be considered before scheduled time)

- 11:30 a.m. 36. **HEALTH AND HUMAN SERVICES – Mental Health Services** – Request Board A) conduct a **public hearing** on an ordinance titled “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Ordinance No. 1185, and Revising Inyo County Community Mental Health services Fees;” and B) waive the first reading of the ordinance and schedule the adoption for 11:30 a.m., Tuesday, October 14, 2014, in the Board of Supervisors Room, at the County Administrative Center, in Independence.
- 1:30 p.m. 37. **DEATH VALLEY NATIONAL PARK** – Representatives of the Death Valley National Park will update the Board on the new Special Event Permitting process.

WORKSHOPS AND PRESENTATIONS (To be considered at the Board's convenience)

38. **AGRICULTURAL COMMISSIONER** – Request Board conduct a workshop on the Weights & measures Department's Device Registration Fee and provide direction regarding public hearings to alter these fees.

CORRESPONDENCE - ACTION

39. **LONE PINE FIRE PROTECTION DISTRICT – CLERK/RECORDER** – Request Board consolidate the District's Special Election with the Uniform District Election Law Election to be held on November 4, 2014.

COMMENT (Portion of the Agenda when the Board takes comment from the public and County staff)

40. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
41. **PUBLIC COMMENT**

CLOSED SESSION

42. **REAL PROPERTY NEGOTIATIONS - CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code §54956.8)** – Property – APN010-490-08, Bishop, California – Negotiating Parties – County Administrator, Kevin Carunchio, Sr. Deputy County Administrator, Pam Hennarty, and Public Works Director, Clint Quilter, and Joseph Enterprises - Negotiating Parties, Steve Joseph, Scott Piercey, Wayne Lamb and Jeff Shepard – Negotiations – Terms and Conditions.
43. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

44. **AUDITOR-CONTROLLER** – Notice that in accordance with Section 26905 and 26921 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on October 1, 2014 and that the count showed the funds to be in balance, pending written verification of inactive accounts.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 3

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

FROM: Supervisor Matt Kingsley

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Presentation of the Annual Volunteer Firefighter of the Year Award

DEPARTMENTAL RECOMMENDATION: - Request Board approve a proclamation honoring Richard "Rich" Coffman, of the Big Pine Volunteer Fire Department, as the Inyo County 2014 Firefighter of the Year and after approval present the proclamation to Mr. Coffman.

SUMMARY DISCUSSION: The Inyo County Fire Chiefs Association is dedicated to promoting the volunteer fire districts that provide emergency firefighting services throughout Inyo County. In 2009, in an effort to promote and encourage volunteers to join their local volunteer fire departments, the Fire Chiefs Association created the Annual Firefighter of the Year Award. The Association accepts nominations from the various volunteer fire districts throughout the County each year and selects the Volunteer Firefighter of the Year from those nominated. The Association hopes that through this very prestigious award they will encourage volunteers to join their local fire volunteer fire departments. It is an honor to have the opportunity to bring this request before our Board. As you know our local volunteer firefighters are the first responders to the emergencies, which occur in our County. These are our neighbors and friends, who respond 24/7 when help is needed. They are the same people who are first to offer assistance when neighboring jurisdictions need help. It is a privilege and pleasure to recommend our Board approve a proclamation honoring the 2014 Firefighter of the Year, Richard Coffman, and to request the Board present the Annual Firefighter of the Year Award to this year's honoree.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: The Inyo County Fire Chiefs Association

FINANCING: - There is no fiscal impact associated with this action.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: _____

PROCLAMATION
A PROCLAMATION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, HONORING

RICHARD “Rich” COFFMAN
INYO COUNTY 2014 FIREFIGHTER OF THE YEAR

Whereas, the Inyo County Fire Chiefs Association, dedicated to the preservation and improvement of the volunteer firefighting services throughout Inyo County, in 2009 created the Annual Firefighter of the Year Award; and

Whereas, the Inyo County Board of Supervisors strongly supports the efforts of its volunteer Fire Districts, is pleased to join with Inyo County Fire Chiefs and the other members of our Community in honoring the brave men and women who volunteer their time to help keep their loved ones, friends, neighbors and our visitors safe in times of emergencies; and

Whereas, the 2014 Annual Fire Fighter of the Year Award recipient, Rich Coffman joined the Big Pine Fire Department 34 years ago; and

Whereas, over the past 34 years as a dedicated volunteer on the Big Pine Fire Department, Rich has honorably served his Department, serving for 20 years as a Captain and an EMT; and

Whereas, Rich has proven himself to be a valuable asset to the community and the Department through his experience and knowledge of structure and wildland fires, as well as accidents and medical calls; and

Whereas, the leadership qualities that Rich has developed throughout his year's as a Big Pine Volunteer Firefighter have given him the ability to identify and resolve potential problems before difficulties arise, as well as to take charge and run emergency scenes, helping to ensure the safety and well being of his fellow firefighters; and

Whereas, as his commitment to the Big Pine Volunteer Fire Department continues, Rich has now assumed a more active role in dispatching, purchasing, and office management, streamlining operations to make them more efficient and effective; and

Whereas, Rich, as a role model to his two sons, inspired each of his boys to follow in his foot steps to become Big Pine Volunteer Firefighters, with Jeff still serving the Department as a volunteer, and Greg who served as a volunteer until he relocated to Oregon; and

Whereas, Rich not only taught his children, through example, the importance of giving back to your community, he continues to be an inspiration to his fellow volunteers and his community as he perseveres through personal adversity to proudly serve as a Big Pine Volunteer Firefighter.

Now, Therefore, Be It Proclaimed, this 7th day of October, 2014, that the Inyo County Board of Supervisors in recognition of 34 years of dedicated service Richard “Rich” Coffman has given to the Big Pine Volunteer Fire Department, is proud to join with the Inyo County Fire Chiefs Association in honoring *Richard “Rich” Coffman Inyo County 2014 Volunteer Fire Fighter Of The Year* and extends its congratulations, heartfelt appreciation and thanks to Mr. Coffman, for his dedication and personal commitment to the citizens of the Inyo County and commends him on being a shining example of what it means to be a Volunteer.

Inyo County Board of Supervisors

Chairperson Rick Pucci, Third District Supervisor

Linda Arcularius, First District Supervisor

Jeff Griffiths, Second District Supervisor

Mark Tillemans, Fourth District Supervisor

Matt Kingsley Fifth District Supervisor



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
4

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

FROM: Supervisor Matt Kingsley

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Proclamation declaring week of October 5-11 Fire Prevention Week

DEPARTMENTAL RECOMMENDATION: - Request Board approve a proclamation declaring the Week of October 5 through 11, 2014 as Fire Prevention Week in Inyo County.

SUMMARY DISCUSSION: the Inyo County Fire Chief's Association has requested that the Board proclaim the Week of October 5 through 11, 2014 as Fire Prevention Week in Inyo County. This is the week set aside to promote and highlight the importance of fire prevention, i.e., taking precautions to prevent home cooking fires, the planning, development and practice of home fire escape plan, installation and proper maintenance of smoke alarms, public education, etc. With the number of wild fires in the County, the State and across the West, that have cost the lives of fire fighters, resulted in homes and other structures being damaged and/or destroyed, and destroyed millions of acres of forest, it is important to remind our citizens and residents to remain vigilant of the dangers of fire. This proclamation, along with the public outreach of the County's fire and emergency services is the opportunity to help our citizen's in their fire prevention awareness and preparedness. Therefore, I am requesting our Board approve the proclamation declaring the Week of October 5 through 11, 2014 as Fire Prevention Week in Inyo County.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: - This proclamation was brought forward by the members of the Inyo County Fire Chief's Association.

FINANCING: - There is no fiscal impact associated with this action.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

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

**PROCLAMATION
OF THE BOARD OF SUPERVISORS
COUNTY OF INYO, STATE OF CALIFORNIA
PROCLAIMING THE WEEK OF OCTOBER 5 THROUGH 11, 2014
AS FIRE PREVENTION WEEK**

WHEREAS, Inyo County is committed to ensuring the safety and security of all those living in and visiting Inyo County; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,300 people in the United States in 2012, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 365,000 home fires; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, three out of five home fire deaths result from fires in properties without working smoke alarms; and

WHEREAS, in one-fifth of all homes with smoke alarms, none were working; and

WHEREAS, when smoke alarms should have operated but did not do so it was usually because batteries were missing, disconnected, or dead; and

WHEREAS, Inyo County's residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Inyo County's residents should install smoke alarms, and alert devices that meet the needs of people who are deaf or hard of hearing; and

WHEREAS, Inyo County's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Inyo County's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Inyo County's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2014 Fire Prevention Week theme, "Working Smoke Alarms Save Lives: Test Yours Every Month!" effectively serves to remind us that we need working smoke alarms to give us the time to get out safely; and

NOW THEREFORE BE IT PROCLAIMED, this 7th day of October 2014, that the Inyo County Board of Supervisors do hereby recognize October 5-11, 2014, as Fire Prevention Week throughout Inyo County, urging the residents of Inyo County to test their smoke alarms at least every month by pushing the test button, and to support the many public safety activities and efforts of Inyo County's fire and emergency services during Fire Prevention Week 2014.

Chairperson, Inyo County Board of Supervisor

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Patricia Gunsolley, Assistant

Pat Gunsolley

From: Shelby Cook <scook@wild-iris.org>
Sent: Thursday, September 11, 2014 8:36 AM
To: Pat Gunsolley
Cc: S Bains
Subject: Board of Supervisors Agenda
Attachments: Proclamation by Inyo County Board of Supervisors.docx

TO: The Inyo County Board of Supervisors, Pat

FROM: Shelby Cook, Wild Iris

DATE: 09/11/14

RE: Domestic Violence Awareness Month Proclamation

Hi Pat,

Thank you for your continued support in declaring October as Domestic Violence Awareness Month. Wild Iris will be using multiple avenues to talk about healthy relationships throughout this awareness month. We would like to request your support once again by honoring the attached proclamation.

If you have room on an October meeting, we would love to be put on the agenda. Please email me or call the Mammoth office to let us know if this will work out (760) 934-2491.

Thank You,

Shelby Cook
Communications Coordinator
Crisis Counselor/Educator
625 Old Mammoth Rd. Ste 201
760.934.2491
wild-iris.org



**PROCLAMATION
OF THE BOARD OF SUPERVISORS
COUNTY OF INYO, STATE OF CALIFORNIA
PROCLAIMING THE MONTH OF OCTOBER, 2014
DOMESTIC VIOLENCE AWARENESS MONTH**

WHEREAS, the family is the base of a safe and healthy community; and

WHEREAS, the Inyo County Board of Supervisors continues to consider the safety and health of their residents of the utmost importance; and

WHEREAS, the physical, financial and psychological impact of domestic violence has devastating, long term effects on our neighbors and community; and

WHEREAS, the epidemic of domestic violence affects all citizens of Inyo County crossing all social, economic, religious, ethnic, geographic, and racial groups; and

WHEREAS, domestic violence is a serious problem in Inyo County; where in the Fiscal Year 2013/2014, 248 Inyo County victims of domestic violence received services;

WHEREAS, when even one man, woman, or child is hurt at the hands of someone they trust, it is one too many; and

WHEREAS, it is our responsibility to treat victims of domestic violence with dignity, compassion, and respect;

NOW, THEREFORE BE IT RESOLVED, in recognition of the impact that domestic violence has on the health and wellbeing of our community, it is resolved that the Inyo County Board of Supervisors proclaims October 2014 as Domestic Violence Awareness Month.

NOW THEREFORE BE IT FURTHER RESOLVED, to reaffirm the commitment of the County of Inyo Board of Supervisors to healthy relationships in our community, urge all citizens and employees to engage the resources necessary to protect victims of domestic violence and their families; encourage citizens to commit to becoming familiar with the resources and programs available; and remember the victims of domestic violence, celebrate those who chose to take a stand, and work together to eliminate violence in our families, homes and community.

PASSED AND ADOPTED this 7th day of October 2014, by the Inyo County Board of Supervisors by the following vote:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

Chairperson, Inyo County Board of Supervisor

*Attest: KEVIN D. CARUNCHIO
Clerk of the Board*

by: _____
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

6

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentation and Payment to the Southern Inyo Community Foundation -- Lone Pine Film History Museum for successfully completing one 2013-14 CPSP project.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payment of \$4,250 to the Southern Inyo Community Foundation for the Lone Pine Film History Museum billboard advertising program, a 2013-14 Community Project Sponsorship Grant project funded from the 2013-2014 Advertising County Resources budget, 011400.

SUMMARY DISCUSSION: The Southern Inyo Community Foundation Lone Pine Film History Museum was awarded a Summer Cycle FY 2013-14 County of Inyo Community Project Sponsorship Grant in the amount of \$8,500 in November of 2013 to help fund a billboard advertising program targeting motorists and travelers on US 395 in southern Inyo County.

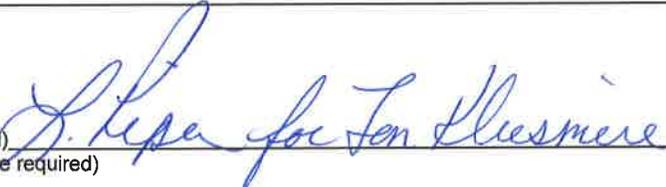
After contracts were finalized, half the grant funds (\$4,250) were disbursed to the Southern Inyo Community Foundation. The organization has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$4,250. The Lone Pine Film History Museum has also provided evidence that Inyo County was prominently mentioned as a sponsor of the billboard project in a variety of publications and other materials and media.

ALTERNATIVES: The Board could deny the request.

OTHER AGENCY INVOLVEMENT: County Counsel, County Administrator's Office, Auditor/Controller.

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2013-14 Advertising County Resources Budget (011400), Professional Services (5265).

APPROVALS	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/1/2014</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 10/1/14
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



PRESS RELEASE
August 4, 2014
Contact: Bob Sigman
760-876-9909

Lone Pine Film History Museum Launches Billboard Signage for Highway 395

August 4, 2014
FOR IMMEDIATE RELEASE



Lone Pine, California (August 1, 2014)

The Lone Pine Film History Museum announced that the first installation, on North, Highway 395 in Olancho, CA., of four Billboards planned for Inyo County Highways.

The 22' x 8' billboard campaign is designed to capture Highway 395 traveler's attention with dramatic rendering of Western Film Cowboy images including John Wayne, William Boyd as Hopalong Cassidy, Clayton Moore as The Lone Ranger, Tom Mix, Roy Rogers, Gene Autry and Jamie Foxx as Django. The images are presented against a background of the Alabama Hills and feature the iconic rope logo of the Museum.

"We believe the addition of these billboards, with easily recognizable images of Hollywood's top Western Actors, will stimulate the interest of travelers and notice of - "20 Minutes Ahead" will provide an opportunity to schedule a stop at the Museum" said Bob Sigman, Director of the Museum. He added, "the billboard program was developed with the support of Inyo County Board of Supervisors."

The additional Billboards will be installed over the months ahead as spaces become available.

The Beverly & Jim Rogers Lone Pine Film History Museum, located in Lone Pine, California is dedicated to preserving the Heritage and History of the iconic "Cowboys," "Men & Women" in American Western Film.

The museum's 10,500 square feet of exhibits and an eighty-five seat "State of the Art" movie theater offer visitors a unique visual experience, that documents and interprets the cultural heritage and deep historic roots of one of America's indigenous and colorful personas as portrayed in Western cinematic film history through film programs, artifact preservation and exhibits including interpretive projects and displays. A museum gift shop carries a wide assortment of collectibles and memorabilia.

The Museum's exhibits represent a wide and extensive collection of historic memorabilia. Feature exhibits include a tribute to the 20 year era of the Singing Cowboys in movies; an exciting new exhibit honoring the 75th anniversary of the silver screen release of the Lone Ranger Serial; and updated exhibits on Hopalong Cassidy, William Witney, William Wellman Audie Murphy and Quentin Tarantino's 1993 Feature – "Django Unchained."

See <http://lonepinefilmhistorymuseum.org> for more details.

*Beverly & Jim Rogers Lone Pine Film History Museum
PO Box 111, 701 South Main Street
Lone Pine, California 93545
760-876-9909*

Join us for:

*The Annual Lone Pine Film Festival - Celebrating 25 Years
October 10, 11 & 12, 2014
<http://www.lonepinefilmfestival.org/>*





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 7

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

FROM: Motor Pool

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Bid Award and Authorization to Purchase a Bobcat Fastcat Commerical Riding Mower – Parks & Recreation

DEPARTMENTAL RECOMMENDATION: That your Board award the bid for the purchase of a Bobcat commercial riding mower to Bliss Power Lawn Equipment of Sacramento, CA and authorize a purchase order in the amount of \$8,407.68.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Inyo County Parks and Recreation sought bids for the purchase of a commercial riding mower for the Parks and Recreation Department. Bliss Power Lawn Equipment of Sacramento, CA submitted the only responsive bid.

- Bliss Power Lawn Equipment. - Bobcat Mower \$8,407.68
- River Rental & Sales Unresponsive
- Ahern Equipment Repair Unresponsive

ALTERNATIVES: Your Board could choose to not award the bid for the purchase of a mower for Parks and Recreation. However, the existing mower requires constant repair and it is highly unlikely that the existing mower can be utilized for another mowing season.

OTHER AGENCY INVOLVEMENT:

FINANCING: The lawnmower replacement is included in the 2014/2015 Motor Pool Budget 200100, Object Code 5655.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/17/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 9/24/14
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
8

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

FROM: Kevin Carunchio, County Administrator
 FOR THE BOARD MEETING OF October 7, 2014
 SUBJECT: Request Leave of Absence without Pay

DEPARTMENTAL RECOMMENDATION:

Request your Board consider and deny the request for a leave of absence without pay from October 8, 2014 through October 31, 2014, in accordance with Article X, Leaves, 10.4(a) of the Inyo County Personnel Rules and Regulations.

SUMMARY DISCUSSION:

Pursuant to Article 10.4 of the Inyo County Personnel Rules and Regulations, any leave of absence without pay in excess of 90 days must be approved by the Board of Supervisors. The Personnel Department has received a request for continued medical leave without pay through October 31, 2014 from a non-safety Sheriff's Department employee. Your Board previously granted leave without pay for this employee for the period of September 16, 2014 through October 7, 2014. The Sheriff is not in support of this request. This leave of absence is causing significant overtime and shift coverage issues. For these reasons, the Sheriff and Personnel Director request your Board deny this request of Leave without Pay.

ALTERNATIVES:

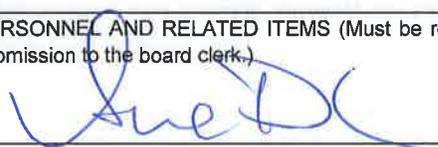
The Board could grant this request for leave without pay.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are not other costs associated with this action.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date 10/1/14

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

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

FROM: HEALTH & HUMAN SERVICES – Public Health

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Amendment Number 1 to Southern Inyo Healthcare District Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board approve Amendment #1 to the contract between County of Inyo and Southern Inyo Healthcare District for the provision of medical, on-call, and nurse practitioner services for the period of July 1, 2013 through June 30, 2018, with no increase to the original contract amount which is not to exceed \$454,500.00, contingent upon Board approval of the FY 14/15 budget and future budgets, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Southern Inyo Healthcare District has been providing medical and on-call nursing services to the jail and juvenile center since 2005. Over the past couple of months, the Public Health Division of the Health and Human Services Department has experienced turnover in nursing staff and now only has one nurse available to provide health services to the jail and juvenile center during the day on Monday-Thursday. This contract extension will help Public Health cover urgent jail and juvenile center health care needs on Friday through the existing Southern Inyo Healthcare District on-call system, which already provides on-call services during night and weekend hours. This arrangement will add nine hours of on-call service to the original contract amount. Additionally, this contract amendment establishes an on-call response time requirement. Per the extension, Southern Inyo Healthcare District on-call nursing staff will respond to calls from the jail or juvenile center within 20 minutes.

Due to our longstanding relationship with Southern Inyo Healthcare District, the contractor has agreed to provide the nine hours of additional on-call services at no additional cost. Therefore, the existing flat fee of \$7,575 per month, which also includes medical services provided by Southern Inyo Healthcare District Nurse Practitioners in the Public Health clinic, will not change.

ALTERNATIVES:

Your Board can choose not to approve this amendment to the original contract terms. Doing so would make it more difficult for Public Health staff to provide appropriate medical care coverage at the jail and juvenile center on Fridays, and would not set a standard for on-call response time by Southern Inyo Healthcare District on-call nursing staff to jail and juvenile center requests.

OTHER AGENCY INVOLVEMENT:

Sheriff's Department and Probation Department

FINANCING:

100% Health Realignment Funding. This contract will be budgeted in Health (045100) in Professional Services (5265).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date: <u>09/04/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) <i>[Signature]</i> Approved: <u>yes</u> Date: <u>9/8/14</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) <i>[Signature]</i> Approved: <input checked="" type="checkbox"/> Date: <u>9/15/14</u>

DEPARTMENT HEAD SIGNATURE: Jean Turner Date: 9-16-14
(Not to be signed until all approvals are received)

AMENDMENT NUMBER 1 _____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Southern Inyo Healthcare District _____
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Southern Inyo Healthcare District _____, of Lone Pine, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 25, 2013 _____, on County of Inyo Standard Contract No. 116 _____, for the term from July 1, 2013 _____ to June 30, 2018 _____.

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

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

County and Contractor hereby amend such Agreement as follows:

In Attachment A, agreement between County of Inyo and Southern Inyo Healthcare District for the provision of medical/on-call/nurse practitioner services, page 1, second paragraph On-Call Nurse, first line, is amended to read as follows:

Weekdays: Monday through Friday 5:00p.m. through 8:00a.m. and Fridays 8:00a.m. through 5:00p.m.

In Attachment A, agreement between County of Inyo and Southern Inyo Healthcare District for the provision of medical/on-call/nurse practitioner services, page 1, second paragraph On-Call Nurse, last line, is amended to read as follows:

On-call nursing services shall be provided by a registered nurse (RN) licensed to practice nursing in the State of California.

In Attachment A, agreement between County of Inyo and Southern Inyo Healthcare District for the provision of medical/on-call/nurse practitioner services, page 2, On-Call Nursing Services, part A, is amended to read as follows:

A. Provide telephone consultation with authorized personnel from the Jail or Juvenile Detention Center by a qualified nurse. The on-call nurse response time is within 20 minutes of the original call, as recorded on the duty call log. The on-call nurse will triage by telephone with the authorized Jail or Juvenile Center staff to determine, per established County protocols, whether or not one of the following is required, and document on a progress note:

1. Face-to-face nurse response to the Jail or Juvenile Center
2. Consultation with the facility medical provider
3. The inmate or juvenile should be transported to the hospital emergency room

The effective date of this Amendment to the Agreement is July 25, 2014.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Southern Inyo Healthcare District
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Lee Barron
Signature

Lee Barron
Type or Print

Dated: 8/4/2014

APPROVED AS TO FORM AND LEGALITY:

X Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

M. Baker
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Southern Inyo Healthcare District
FOR THE PROVISION OF medical/on-call/nurse practitioner SERVICES

TERM:

FROM: July 1, 2013 TO: June 30, 2018

SCOPE OF WORK:

Beginning July 1, 2013, CONTRACTOR shall provide medical provider and on-call nursing services to the Inyo County Jail and to the Inyo County Juvenile Center during the following time periods:

Medical provider:

Weekdays: Tuesday morning (or an agreed upon day) client sick call at the jail and juvenile center located in Independence.

Consultation availability via telephone with the facility nurse or on-call nurse staff Monday through Friday.

Weekends: Consultation availability via telephone with the on-call nurse staff Friday 5:00 p.m. through Monday 9:00 a.m.

County Holidays: Consultation availability via telephone with the on-call nurse staff including New Year's Eve, New Year's Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (2 days), Christmas Eve, and Christmas Day. Tuesday morning facility sick calls occurring on a county designated holiday will be rescheduled to an agreed upon day.

The medical provider service shall be provided by a family nurse practitioner (FNP) licensed to practice in the State of California or by a medical doctor (MD) licensed to practice in the State of California.

On-call Nurse:

Weekdays: Monday through Friday 5:00 p.m. through 8:00 a.m.

Weekends: From Friday 5:00 p.m. through Monday 9:00 a.m.

County Holidays: New Year's Eve, New Year's Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (2 days), Christmas Eve, and Christmas Day.

Nursing services shall be provided by a nurse (RN) registered to practice nursing in the State of California.

The CONTRACTOR shall:

Medical Provider Services:

A. Function as the facility medical provider at the Jail or Juvenile Center by providing direct medical services during the designated weekly sick call. With the assistance of the facility nurse, inmates/minors identified through 1) nurse assessment & triage, 2) inmate/minor request, 3) facility staff request, 4) facility policy to establish medical clearance, and/or 5) ongoing treatment follow-up, will be appropriately evaluated by the medical provider.

The facility medical team of nurse, Clinical Services Director and medical provider will develop a medical treatment plan as indicated. Custody, security issues, and facility policies will be factored into the plan as appropriate.

Written documentation of client evaluation or treatment, consistent with established County documents will be completed by the end of the sick call and will be maintained with the client's complete record at the facility.

B. Provide telephone consultation with facility nurses during the county workday. After a nursing assessment of an inmate/minor or triage of information is provided by the authorized personnel from the facility, the facility nurse functioning as the care coordinator will have access to the physician to obtain direction on medical management of a new problem or continued care of an identified condition. The consultation may include the findings of the nurse assessment or a request to continue an established medication regimen. If a new prescription is ordered, the order will be signed at the next facility sick call.

C. Provide telephone consultation with on-call nurse staff during the non-county work day. After a nursing assessment of an inmate/minor or triage of information is provided by the authorized personnel from the facility, the on-call nurse will have access to the physician to obtain direction on medical management of a new "urgent" problem requiring attention or continued care of an identified condition that is unable to wait for the next county workday. The consultation may include findings of the nurse assessment or a request to continue an established medication regimen. If a new prescription is ordered, the order will be signed at the next facility sick call.

D. Provide own transportation including gas, auto supplies, auto maintenance, auto insurance, etc. to and from call-outs.

E. The provider must maintain client records consistent with established County policy.

On-Call Nursing Services:

- A. Provide telephone consultation with authorized personnel from the Jail or Juvenile Detention Center by a qualified nurse. The on-call nurse will triage by telephone with the authorized Jail or Juvenile Center staff to determine, per established County protocols, whether or not one of the following is required:
 - 1. Face to Face nurse response to the Jail or Juvenile Center
 - 2. Consultation with facility medical provider
 - 3. The inmate or juvenile should be transported to the hospital emergency room.
- B. Provide on-site nursing response to the Jail or the Juvenile Detention Center in any of the following situations:
 - 1. Urgent medical request requiring medical attention that, if not addressed will result in progressive worsening of the health of the identified patient inmate or juvenile.
 - 2. The setting up of inmate or juvenile medication, consistent with Inyo County HHS protocols.
 - 3. As directed by the Health and Human Services Clinic Director (HHS Clinical Services Director) when she determines such a situation exists.
- C. The on-call nurse must maintain client records consistent with established County documents. In addition, a log of actual activities and time spent at activities will be maintained to tracking nursing services. The on-call nurse must report to the Inyo County jail and juvenile nurse after each on-call period to assure client follow-up.
- D. Provide own transportation including gas, auto supplies, auto maintenance, auto insurance, etc. to and from call-outs.

The COUNTY shall:

- A. Train the CONTRACTORS' employees on security priorities and procedures, medical/nursing assessments within a correction environment utilizing established protocols, and required documentation.
- B. Review all medical response requests by the HHS Clinical Services Director prior to the provision of service for an introductory period during which the CONTRACTOR requires training and orientation to on-call nursing.
- C. The County HHS Clinical Services Director will provide monitoring and facilitation of problem-solving between and among the identified contractor and the County departments of Health and Human Services, Probation and Sheriff.

Public Health Clinic Sites Nurse Practitioner Services:

- A. Provides women's reproductive health care to focus on the delivery of the appropriate physical examinations for treatment of illness, prevention of disease and the promotion of health. Provide reproductive health counseling and methods and assist women into prenatal care or the appropriate women's health service and provide positive outcomes.
- B. Provide screening examinations for women at risk for cervical and breast cancer and facilitate mammograms and referrals to surgeons as indicated.
- C. Provide telephone consultation with public health nursing staff to address client needs, prescription refills and if necessary assists in the phone triage of clients presenting with medical problems. Provide consultation in the development of public health procedures to be utilized by the nurses in the management of clients.
- D. The provider will be expected to maintain client records consistent with established County policy taking care to ensure confidentiality.

E. Provide supervising physician.

The COUNTY shall:

- A. Training to the identified Contractor including introduction to clinic equipment, program specific criteria and available resources.
- B. Provide training on all County policies relating to medical record retention and confidentiality.
- C. Evaluate service delivery and audit the time frame of delivery. Function as an intermediary with any conflict issue or potential grievance.

The COUNTY and CONTRACTOR agree to review actual costs to provide services pursuant to this contract, at a mid-point in the contract term.

CONTRACTOR and COUNTY hereby enter into the HIPAA Business Associate Agreement, included as Attachment E.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Southern Inyo Healthcare District
FOR THE PROVISION OF medical/on-call/nurse practitioner SERVICES**

TERM:

FROM: July 1, 2013

TO: June 30, 2018

SCHEDULE OF FEES:

The provision of medical provider and on-call services will be provided to the County by Contractor at a rate of \$7,575.00 per month.

The contract amount shall not exceed \$90,090 per year for a total of \$454,500 for the five-year period.

Contractor shall invoice the County at the end of each month after services have been rendered.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Appointment of Melissa Best-Baker as Local Governmental Agency (LGA) Coordinator for Inyo County

DEPARTMENTAL RECOMMENDATION:

Request that your Board appoint Melissa Best-Baker, Inyo County Health and Human Services, Acting Management Analyst, as the Local Governmental Agency (LGA) Coordinator for Inyo County for the purposes of coordinating Medi-Cal Administrative Activities (MAA)/Targeted Case Management (TCM) activities with the California Department of Health Care Services, effective October 7, 2014.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On September 4, 2007, your Board appointed Denelle Carrington as the Local Governmental Agency (LGA) Coordinator for Inyo County for the purposes of coordinating Medi-Cal Administrative Activities (MAA)/Targeted Case Management (TCM) activities with the California Department of Health Care Services. Denelle Carrington has accepted a position in the CAO's office and Melissa Best-Baker is currently working out-of-class in the Management Analyst position. Melissa Best-Baker has experience working with the MAA funding and will continue coordinating the duties of this funding source in the future.

There are currently three claiming units in Inyo County: First Five, Public Health, and the MAA/TCM Coordination Unit. A contract for up to \$750,000 for the time period of July 1, 2014 through June 30, 2017 was recently approved by this Board.

ALTERNATIVES:

Your Board could choose not to sign the Agreement and operate all of the above programs with existing funding only, without the augmentation from MAA funding.

OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services

FINANCING:

MAA/TCM Coordination, MAA participation by claiming units and filing for reimbursement requires that claiming units document MAA activities in conformance with administrative standards established by the California Department of Health Care Services and the federal Medicaid administration. Medi-Cal Administrative Activities involve providing access to Medi-Cal services, which is already part of the claimant's mission. Upon State approval of MAA Invoices, claiming units are reimbursed for approximately 50% of non-federal expenditures for these activities.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner

Date:

9/25/14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

Consent Departmental Correspondence Action Public Hearing
 Schedule time for Closed Session Informational

For Clerk's Use
Only:

AGENDA NUMBER

11

FROM: Road Department

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: **Annual Road Closure for Big Pine High School Homecoming Parade on School St. between Baker Creek Road and Blake Street.**

DEPARTMENTAL RECOMMENDATIONS:

Approve an annual road closure of School Street for the purpose of the Big Pine High School Homecoming Parade. The closure, as described in the attached drawing, is from Baker Creek Road to Blake Street.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The applicant, Dave Calloway, has submitted a Special Event Permit Application and is requesting permission to close the road for the Big Pine High School Homecoming Parade.

Previously, a road closure of School Street has been approved for the parade. However, the Superintendent of the Big Pine Unified School District would like the parade to occur on School Street this year as well as in future years. This parade route and road closure would be identical to the parade route and road closure approved on School Street for the 2013 Homecoming Parade.

ALTERNATIVES:

The Board could choose not to approve the Road Closure and Big Pine High School would have to utilize a different route for the parade.

OTHER AGENCY INVOLVEMENT:

(1) Inyo County Sheriffs Office.

FINANCING:

APPROVALS

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

Margaret Kemp Williams

Approved: 09/23/2014 Date

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

Approved: _____ Date _____

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____ Date _____

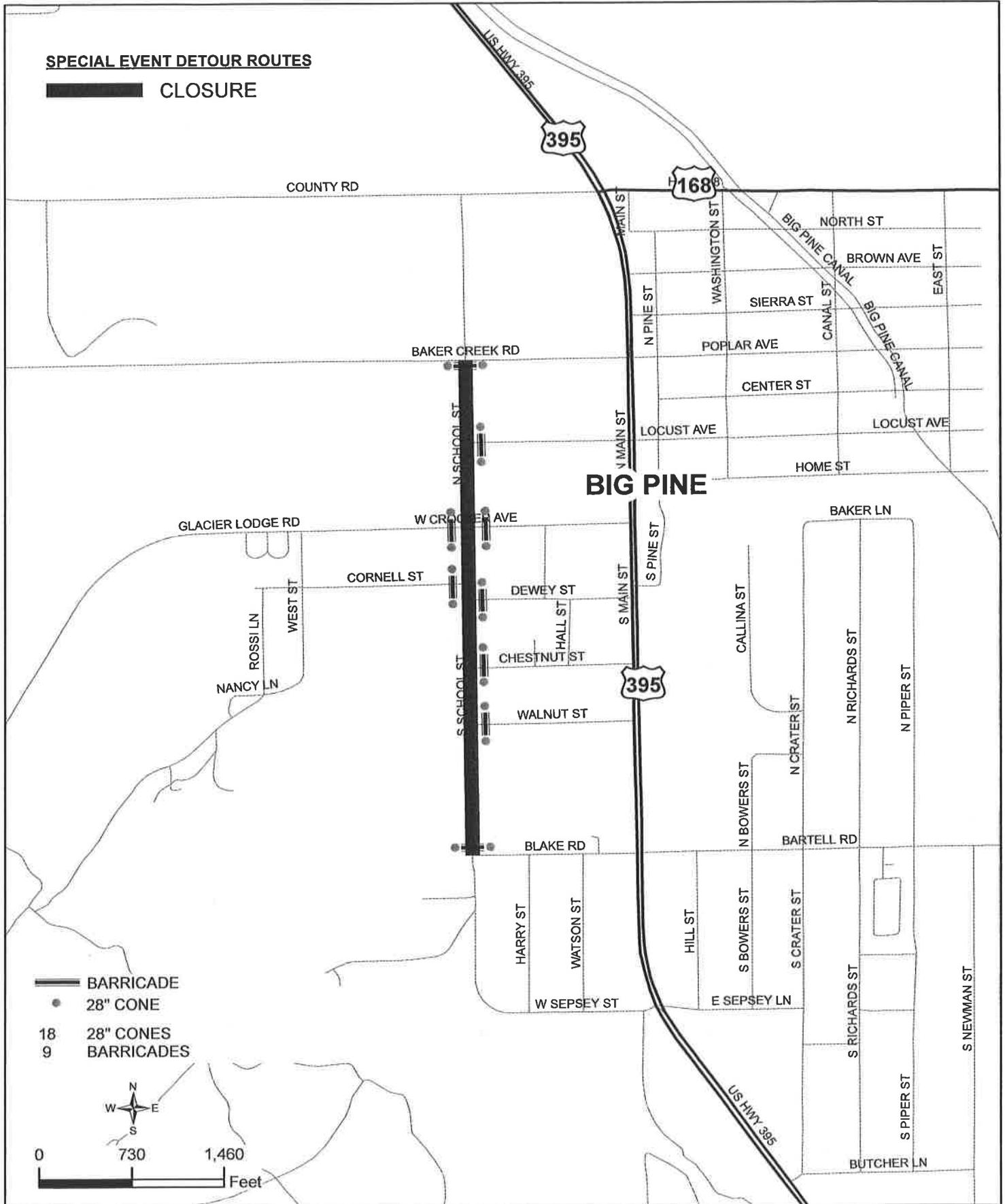
DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Colin Dubs

Date: 9/25/14

BIG PINE HIGH SCHOOL HOMECOMING PARADE ROAD CLOSURE





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for
 Closed Session
 Informational

For Clerk's Use Only:
AGENDA NUMBER
12

FROM: Road Department

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Road Closure on Bartell Road in Big Pine October 11, 2014 from 9 AM to 12 PM for the Annual Fall Fandango Parade by the Big Pine Paiute Tribe.

DEPARTMENTAL RECOMMENDATIONS:

Approve the closure of Bartell Road on October 11, 2014, during the hours of 9:00am-12:00pm. The closure is of Bartell Road between Hill Street and Richards Street.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The applicant, Big Pine Paiute Tribe, has submitted a Special Event Permit Application requesting permission to close Bartell Road between Hill Street and Richards Street for the Annual Fall Fandango Parade on October 11, 2014 (road closure map attached).

ALTERNATIVES:

The Board could choose not to approve the Road Closure and the Fall Fandango Parade on October 11, 2014.

OTHER AGENCY INVOLVEMENT:

County Counsel review of the Agenda Request Form

FINANCING: Not applicable

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) <i>Margaret Kemp Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>09/22/14</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)

Adel Q... Date: 9/25/14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
 Only:
AGENDA NUMBER
 13

- Consent Departmental Correspondence Action
 Public Hearing Schedule time for Closed Session Informational

FROM: Road Department

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Removal of Trees at 132 N. Jackson St., Independence, CA .

DEPARTMENTAL RECOMMENDATIONS:

- Approve the removal of two (2) trees in the road right of way at 132 N. Jackson St., Independence, Ca, by County Road Department Personnel.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Road Department has received a request to remove two (2) small trees in the road right of way at 132 N. Jackson St, in Independence. The property owners, Kelly and Daniel Reade are requesting to have these trees removed because they are infested with beetles. These trees are located in front of their home. They have to walk between the trees and under the limbs to access their property. These beetles are also entering their home on a frequent basis.

ALTERNATIVES:

Not approve the request.

OTHER AGENCY INVOLVEMENT:

FINANCING:

All associated costs will be funded by the Road Fund (034600).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u>Margaret Kemp-Williams</u> ✓	Date <u>09/23/14</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: _____	Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____	Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature] Date: 9/25/14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 14

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

FROM: Supervisor Rick Pucci
FOR THE BOARD MEETING OF: October 7, 2014
SUBJECT: Appointment of Third District Planning Commissioner

DEPARTMENTAL RECOMMENDATION: Request Board appoint Ms. Annette Switzer as the Third District Planning Commissioner, to complete an unexpired four-year term ending December 31, 2014 and a four year term ending December 31, 2018. (*Notice of Vacancy resulted in one request for appointment being received from Ms. Switzer*).

SUMMARY DISCUSSION: The terms of the Inyo County Planning Commissioners coincide with those of the Board of Supervisors. The Third District Planning Commissioner position recently and unexpectedly became vacant. A notice of vacancy was published and I received one request for appointment from Ms. Switzer. Because the timing of the appointment, the ending of one term and the beginning of another, I am requesting that Ms. Switzer be appointed to complete the current term ending on December 31, 2014, as well as appoint her to the new four year term that will end On December 31, 2018. I am pleased to request our Board appoint Ms. Annette Switzer as the Third District Planning Commissioner to complete the terms as recommended.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: -

FINANCING: - There are no fiscal impacts associated with this action.

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

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

Pat Gunsolley

From: Annette <switzerann@aol.com>
Sent: Friday, September 19, 2014 3:00 PM
To: Pat Gunsolley
Subject: 3rd District Vacancy/Planning Commission

To Whom It May Concern,

My name is Annette Switzer and I am a resident in the 3rd District of Inyo County.

I live at 2601 Highland Drive, Bishop, CA 93514

I would like to be considered for the vacancy on the planning commission.

I understand it is a volunteer position and I am available to attend the meetings.

Listed are some of my past and current volunteer positions in the community:

2010/11 Served on the Bishop Elementary School PTO (Parent Teachers/Others) board as Vice President/President Pro Tem (No president was elected for the year, so I filled in for the full year)

2011/12 Served on the Bishop Elementary School PTO board as President

2012/13 Served on the Bishop Elementary School PTO board as President

2013 Fall semester Served on the Bishop Elementary School PTO board as President until new President was elected.

2009-Present: I have volunteered with Inyo County 4-H as a leader of independent classes/projects.

My past experience other than volunteer work has been as an event coordinator and consultant. I coordinated weddings, parties, carnivals, camps, dinners and a lot of fundraisers for non-profits.

I can be reached at 760 872-6891 (home) or 562 343-6684 (cell).

I look forward to hearing from you.

Annette Switzer

RECEIVED
2014 SEP 22 AM 8:02
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 15

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

FROM: AUDITOR-CONTROLLER

FOR THE BOARD MEETING OF: October 8, 2014

SUBJECT: Request to fill an Office Technician I, II, or III

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested position comes from the General Fund, as certified by the Auditor-Controller and concurred with by the County Administrator; and
- B) Where internal candidates meet the qualifications for the position, the vacancy would be filled through an internal recruitment; however, if an internal recruitment fails, authorize an external recruitment; and
- C) Approve the hiring of one Office Technician I, II, or III at a salary range of \$3,027-\$4,433.

SUMMARY DISCUSSION:

In April of 2014, the Auditor's Office lost one of their three Office Technician positions. These positions are crucial in maintaining good internal controls and financial oversight in the County, as well as, twenty Special Districts. This position is necessary to keep up with the overwhelming volume that our office has to manage. We are the last stop for all financial transactions. Each separate transaction must be reviewed, posted, and balanced on a daily basis. For example, one of the volume-intense tasks that must be completed every day is the review of 350-400 accounts payable transactions, which results in the printing of over 100 checks. During the Office Technician's comprehensive review, they must check for data accuracy, purchasing authority, budget availability, reasonability, and compliance with generally accepted accounting standards, all of which require a high level of training and diligence. Along with the normal daily workload, there are stringent monthly, quarterly, and annual reporting requirements that must be met, all of which are the Office Technicians' shared responsibility. Our office is currently in the middle of preparation for the county-wide audit, single audit, and year-end state reporting that requires all hands on deck to accomplish. We need to fill this position as soon as possible.

ALTERNATIVES:

Your Board could choose not to approve the hiring of this position that will negatively impact the daily operations of the Auditor's office.

FINANCING:

Funding for this position is from the general fund and is currently budgeted in the Auditor-Controller budget 010400 in the Salaries and Benefits object codes.

<u>APPROVALS</u>	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u>  Date: <u>10/1/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved:  Date: <u>10/1/14</u>

DEPARTMENT HEAD SIGNATURE:  Date: 10/1/14
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 16

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

FROM: Thomas L. Hardy, District Attorney
FOR THE BOARD MEETING OF: October 7, 2014
SUBJECT: Request to fill the positions of one Legal Secretary I-II

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy:

- 1) The availability of funding for the requested positions comes from the General Fund, as certified by the District Attorney concurred with by the County Administrator and Audit-Controller;
- 2) Where internal candidates meet the qualifications for the positions of Legal Secretary I-II, the vacancy could be filled through internal recruitment;
- 3) Approve the closed county recruitment of one (1) FTE Legal Secretary I, Range 56 (\$3,101-\$3,764) or one (1) FTE Legal Secretary II, Range 60 (\$3,403-\$4,133); authorize the filling of the vacant position, contingent upon the FY 2014/2015 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A vacancy in the District Attorney's office has occurred. Currently, the District Attorney's office only has two funded Legal Secretary positions (and one Administrative Legal Secretary). The BPAR part-time Legal Secretary remains unfilled due to budget considerations. With this new vacancy, the District Attorney's office will be operating with only one-half of the secretarial staff required to serve four attorneys.

We are asking to fill this position with a closed recruitment.

ALTERNATIVES:

None.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

In the current 2014/2015 Fiscal Year Budget Number 022400, we have budgeted for this position.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>Cheryl Shepherd</i> Approved: <input checked="" type="checkbox"/> Date <u>9-16-14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <i>Sheila</i> Approved: <input checked="" type="checkbox"/> Date <u>9/16/14</u>

DEPARTMENT HEAD SIGNATURE:

Thomas L. Hardy

9/18/14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

17

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

FROM: HEALTH & HUMAN SERVICES - Behavioral Health Division

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Request approval and ratification of the Memorandum of Understanding with Anthem Blue Cross for compliance with Medi-Cal Managed Care

DEPARTMENTAL RECOMMENDATION:

Request that Board ratify the Memorandum of Understanding (MOU) including seven (7) enclosures with Anthem Blue Cross, effective January 1, 2014, describing responsibilities for mental health services as part of California's Medi-Cal Managed Care expansion, and authorize the HHS Director to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Medi-Cal Managed Care in California was expanded within the last year to include the remaining rural counties in the State. Inyo County now has two Managed Care entities for Medi-Cal: Anthem Blue Cross and California Health and Wellness. Essentially, the MOU clarifies that HHS continues to have responsibility for "specialty mental health services" as are currently being provided. Non-specialty mental health services, such as those currently being treated by local physicians are subject to the Managed Care MOU with Anthem Blue Cross.

ALTERNATIVES:

This MOU is necessary to clarify roles and responsibilities for billing purposes. Failure to approve the MOU keeps Inyo non-compliant with State direction, and lends to confusion for our local Medi-Cal beneficiaries.

OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services

FINANCING:

There is no funding involved in this MOU.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date: <u>09/14/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 9-16-14

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN INYO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT'S
MENTAL HEALTH PLAN
AND
Anthem Blue Cross of California Partnership Plan, Inc.

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of this 1st day of January, 2014, by and between the County of Inyo, a political subdivision of the State of California, on behalf of Inyo County Health and Human Services' State contracted Mental Health Plan (hereinafter referred to as MHP) and Anthem Blue Cross 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:

Inyo County Health and Human Services' MHP
Managed Care
163 May Street
Bishop, CA 93514

Anthem Blue Cross
One Wellpoint Way
Thousand Oaks, CA 91362

Anthem Blue Cross is part of the Local Initiative Health Plan for the County of Inyo (the "Service Area") and has contracted with the California Department of Health Care Services and Anthem Blue Cross Community Solutions 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 Blue Cross in the Service Area.

The Mental Health Plan of Inyo County contracts with the California Department of Mental Health to provide medically necessary specialty mental health services to the Medi-Cal beneficiaries of Inyo County. The Mental Health Plan and the California Department of Health Care Services (CDHCS) 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 BLUE CROSS in the delivery of specialty mental health services to Anthem Blue Cross 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 Blue Cross Members. **There will be no exchange of funds between Anthem Blue Cross 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 Blue Cross 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 Inyo
On Behalf of Behavioral Health Services
State Contracted Mental Health Plan
("MHP")

Blue Cross of California Partnership
Plan, Inc. (Anthem)

By _____

By _____

Date

Date

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

CATEGORY	Mental Health PLAN	ANTHEM BLUE CROSS
A. Liaison	<ol style="list-style-type: none"> 1. MHP's Administrative Staff is the Liaison to coordinate activities with ANTHEM BLUE CROSS and to notify MHP providers and relevant staff of their roles and responsibilities 2. MHP Liaison will provide ANTHEM BLUE CROSS 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. 	<ol style="list-style-type: none"> 1. ANTHEM BLUE CROSS has a Public Programs Administrator/liaison that coordinates activities with the MHP and MHP Liaison 2. The Liaison will notify ANTHEM BLUE CROSS staff and ANTHEM BLUE CROSS providers of their responsibilities to coordinate services with the MHP. 3. The ANTHEM BLUE CROSS Provider Directory is available on line. 4. The ANTHEM BLUE CROSS Provider Operations Manual is available on line..
B. Mental Health Service	<ol style="list-style-type: none"> 1. MHP will credential and contract with sufficient numbers of licensed mental health professionals to maintain a MHP provider network sufficient to meet the need of ANTHEM BLUE CROSS members. 2. MHP will assist with identification of Medi-Cal providers who have the capacity and willingness to accept Medi-Cal Fee for Service reimbursement to serve the needs of ANTHEM BLUE CROSS members who do not meet the MHP medical necessity criteria and require services outside the scope of practice of the PCP. 3. MHP will continually monitor the MHP provider network to ensure beneficiary access to quality mental health care. 4. MHP will assist ANTHEM BLUE CROSS in arranging for a specific MHP provider or community service. 5. MHP will assist ANTHEM BLUE CROSS to develop and update a list of provider or provider organizations to be made available to ANTHEM BLUE CROSS members. This list is available on the MHP's managed care website. Any updates to the list will be forwarded to the 	<ol style="list-style-type: none"> 1. ANTHEM BLUE CROSS will utilize the MHP to identify MHP providers who are willing to accept Medi-Cal fee for service reimbursement to provide services for ANTHEM BLUE CROSS members who do not meet MHP medical necessity criteria for MHP services and require services outside the scope of practice of the PCP. Per MMCD Policy Letter No. 00-01 REV. 2. ANTHEM BLUE CROSS will coordinate care with the appropriate MHP provider or provider organization as recommended by the MHP for those services that do not meet the MHP medical necessity criteria 3. ANTHEM BLUE CROSS will collaborate with MHP to maintain a list of MHP provider's organizations to be made available to ANTHEM BLUE CROSS members upon request. Any updates to the list will be provided to ANTHEM BLUE CROSS liaison quarterly.

ANTHEM BLUE CROSS MOU

	<p>ANTHEM BLUE CROSS liaison quarterly and upon request.</p>	
<p>C. Medical Records Exchange of Information</p>	<p>1. MHP will follow all applicable laws pertaining to the use and disclosure of protected health information 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>1. ANTHEM BLUE CROSS and contracted providers are allowed to release medical information under</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>D. Scope of Service</p>	<p>1. MHP has a toll-free telephone number available 24 hours a day, seven days a week for access to emergency and specialty mental health services for ANTHEM BLUE CROSS members who meet the medical necessity criteria as identified in attachment A Per Title 9, CCR, CH 11./MMCD Policy Letter No. 00-01 REV. (Detailed background on Medical Necessity Criteria included at the end of this document).</p> <p>2. MHP maintains responsibility for:</p> <ul style="list-style-type: none"> a. Medication treatment for mental health conditions that would not be responsive to physical healthcare-based treatment and the condition meets MHP medical necessity criteria b. All other outpatient specialty mental health services covered by the MHP when the ANTHEM BLUE CROSS member's mental health condition meets MHP medical necessity criteria, such as individual and group psychotherapy, case management, crisis 	<p>1. ANTHEM BLUE CROSS and ANTHEM BLUE CROSS PCPs will be responsible for providing 24 hours a day, seven days a week, access to health care services for ANTHEM BLUE CROSS members as specified in the ANTHEM BLUE CROSS contract with Department of Health Care Services (DHCS).</p> <p>2. PCPs refer to the MHP for assessment and appropriate services. PCP's will refer ANTHEM BLUE CROSS members for:</p> <ul style="list-style-type: none"> a. An assessment to confirm or arrive at a diagnosis b. When mental health services other than medication management are needed for an ANTHEM BLUE CROSS member with a diagnosis included in the responsibilities of the MHP. c. Identifies conditions not responsive to physical healthcare-based treatment. <p>3. 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 BLUE CROSS members b. Medication and treatment for <ul style="list-style-type: none"> i. Mental health conditions that would be responsive to physical healthcare-

ANTHEM BLUE CROSS MOU

	<p>interventions, treatment plan assessment, linkage with community resources</p> <p>c. Consultation and training services to PCPs, particularly about specialty mental health issues and treatments, including medication consultation</p> <p>d. Medication-induced reactions/side effects from medications prescribed by MHP providers.</p> <p>3. To receive mental health services, the ANTHEM BLUE CROSS member must meet the criteria for each of the following categories</p> <p>a. Category A—Included Diagnosis</p> <p>b. Category B—Impairment Criteria</p> <p>c. Category C—Intervention Related Criteria</p> <p>Per Title 9, CCR, CH 11./MMCD Policy Letter No. 00-01 REV.</p> <p>4. MHP providers will refer ANTHEM BLUE CROSS members to their identified PCP for medical and non-specialty mental health conditions that would be responsive to appropriate physical health care.</p>	<p>based treatment</p> <p>ii. Mental health disorders due to a general medical condition</p> <p>c. Medication-induced reactions from medications prescribed by physical health care providers.</p> <p>4. PCPs will provide or arrange for:</p> <p>a. Covered medical services</p> <p>b. Primary mental health intervention for member with “Excluded Diagnosis” as identified in Specialty Mental Health Services (see Attachment A).</p> <p>c. Outpatient mental health services within the PCP’s scope of practice</p> <p>5. ANTHEM BLUE CROSS and MHP recognize that the PCP’s ability to treat mental disorders will be limited to each provider’s training and scope of practice.</p> <p>6. When the client does not meet mental health medical necessity, ANTHEM BLUE CROSS and PCP will be responsible for coordinating a referral to an ANTHEM BLUE CROSS contracted provider.</p>
<p>E. Ancillary Mental Health Services</p>	<p>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 BLUE CROSS member admitted to a psychiatric inpatient hospital other than routine services. Per MMCD Policy Letter No. 00-01 REV.</p>	<p>1. ANTHEM BLUE CROSS must cover and pay for medically necessary laboratory, radiological, and radioisotope services described in Title 22, CCR, Section 51311. ANTHEM BLUE CROSS 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.</p> <p>2. ANTHEM BLUE CROSS 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</p>

ANTHEM BLUE CROSS MOU

		<p>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.</p> <p>3. ANTHEM BLUE CROSS is not required to cover room and board charges or mental health services associated with an ANTHEM BLUE CROSS member's admission to a hospital or inpatient psychiatric facility for psychiatric inpatient services. Per MMCD Policy Letter No. 00-01 REV.</p>
<p>E1. Emergency Room Urgent Mental Health Care</p>	<ol style="list-style-type: none"> 1. The MHP toll free 24hour line is available to ANTHEM BLUE CROSS members. 2. The MHP shall cover and pay for the professional services of a mental health specialist provided in an emergency room to an ANTHEM BLUE CROSS 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 BLUE CROSS member whose condition meets MHP medical necessity criteria when such services and care do result in the admission for the member for 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. 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. 	<ol style="list-style-type: none"> 1. ANTHEM BLUE CROSS will maintain a 24hour member service and Nurse Advice Line. 2. ANTHEM BLUE CROSS 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. 3. ANTHEM BLUE CROSS shall cover and pay for the facility charges resulting from the emergency services and care of an ANTHEM BLUE CROSS 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. 4. ANTHEM BLUE CROSS shall cover and pay for the facility charges and the medical professional services required for the emergency services and care of a ANTHEM BLUE CROSS member with an excluded diagnosis or an ANTHEM BLUE CROSS 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. 5. Payment for the professional services of a mental health specialist required for the emergency services and care of an ANTHEM BLUE CROSS member with an excluded diagnosis is the responsibility of ANTHEM BLUE CROSS.

ANTHEM BLUE CROSS MOU

<p>E2. Home Health Agency Services</p>	<p>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 BLUE CROSS member who is homebound. MHP will collaborate with ANTHEM BLUE CROSS on any specialty mental health services being provided to an ANTHEM BLUE CROSS member.</p>	<p>1. ANTHEM BLUE CROSS– will cover and pay for prior authorized home health agency services as described in Title 22, CCR, Section 51337 prescribed by an ANTHEM BLUE CROSS provider when medically necessary to meet the needs of homebound ANTHEM BLUE CROSS members. ANTHEM BLUE CROSS is not obligated to provide home health agency services that would not otherwise be authorized by the Medi-Cal program.</p> <p>2. ANTHEM BLUE CROSS will refer members who may be at risk of institutional placement to the Home and Community Based services (HCBS) Waiver Program (ANTHEM BLUE CROSS/DHCS Contract 6.7.3.8) if appropriate.</p>
<p>E3. 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)] (See Attachment B, DHS Letter, Dated 3/12/97, Enclosure B, Page 2).</p> <p>2. MHP's provide medically necessary specialty mental health services, typically visits by psychiatrists and psychologists.</p>	<p>1. ANTHEM BLUE CROSS will arrange and pay for nursing facility services for ANTHEM BLUE CROSS members who meet the medical necessity criteria for the month of admission plus one month. Per Title 22, CCR, Section 51335.</p> <p>2. ANTHEM BLUE CROSS will arrange for disenrollment from managed care if the member needs nursing services for a longer period of time.</p> <p>3. ANTHEM BLUE CROSS will pay for all medically necessary DHCS contractually required Medi-Cal covered services until the disenrollment is effective.</p>
<p>E4. Emergency and Non-Emergency Medical Transportation</p>	<p>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.</p>	<p>1. ANTHEM BLUE CROSS will arrange and pay for transportation of members needing medical transportation from:</p> <ul 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 <p>2. ANTHEM BLUE CROSS will cover and pay for all medically necessary</p>

ANTHEM BLUE CROSS MOU

		<p>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.</p> <ol style="list-style-type: none"> 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 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 5. ANTHEM BLUE CROSS will cover all nonemergency medical transportation, necessary to obtain program covered services <ol 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. 6. ANTHEM BLUE CROSS will cover and pay for medically necessary non-emergency medical transportation services when prescribed for an ANTHEM BLUE CROSS member by a Medi-Cal mental health provider outside the MHP when authorization is obtained. 7. ANTHEM BLUE CROSS will maintain a policy of non-discrimination regarding members with mental disorders who require access to any other transportation services provided by ANTHEM BLUE CROSS.
E5. Developmentally Disabled Services	1. MHP will refer members with developmental disabilities to the	1. ANTHEM BLUE CROSS and ANTHEM BLUE CROSS PCP will refer members

ANTHEM BLUE CROSS MOU

	<p>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 BLUE CROSS 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>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 BLUE CROSS will maintain a current MOU with Central Valley Regional Center</p>
E6. History and Physical for Psychiatric Hospital Admission	<p>1. MHP will utilize ANTHEM BLUE CROSS network providers to perform medical histories and physical examinations required for mental health examinations required for mental health and psychiatric hospital admissions for ANTHEM BLUE CROSS members.</p>	<p>1. ANTHEM BLUE CROSS will cover and pay for all medically necessary professional services to meet the physical health care needs of ANTHEM BLUE CROSS members who are admitted to the psychiatric ward of a general acute care hospital or freestanding licensed psychiatric inpatient hospital. These services include the initial health history and physical assessment required within 24 hours of admission and any necessary physical medicine consultations. Per MMCD Policy Letter No. 00-01 REV.</p>
E7. Hospital Outpatient Department Services (Electroconvulsive Therapy)	<p>1. MHP will cover and pay for all psychiatric professional services associated with electroconvulsive therapy. Per Title 9, CCR Section 1810.350</p>	<p>1. ANTHEM BLUE CROSS is responsible for separately billable outpatient services related to electroconvulsive therapy, such as anesthesiologist services. Per MMCD Policy Letter No. 00-01 REV.</p> <p>2. ANTHEM BLUE CROSS will cover and pay for professional services and associated room charges for hospital outpatient department services consistent with medical necessity and ANTHEM BLUE CROSS's contract with its contractors and DHCS. Per MMCD Policy Letter No. 00-01 REV.</p>
F. Diagnostic Assessment and Triage	<p>1. MHP will arrange and pay for specialty MHP provider services for ANTHEM BLUE CROSS members whose psychiatric condition may not be responsive to physical health care.</p> <p style="padding-left: 20px;">a. Initial access and availability will be via the MHP Access Unit (a twenty-four hour toll free telephone triage system)</p>	<p>1. ANTHEM BLUE CROSS will arrange and pay for assessments of ANTHEM BLUE CROSS members by PCPs to</p> <p style="padding-left: 20px;">a. Rule out general medical conditions causing psychiatric symptoms</p> <p style="padding-left: 20px;">b. Rule out mental disorders caused by a general medical condition</p> <p>2. The PCP will identify those general medical conditions that are causing or</p>

ANTHEM BLUE CROSS MOU

	<ul style="list-style-type: none"> b. Crisis/emergency triage via MHP provider is available 24 hours a day. 2. MHP provider will assess and diagnose member's symptoms, level of impairment and focus of intervention. 3. MHP provider assessments will cover: <ul style="list-style-type: none"> a. Basic assessments to determine if members meets medical necessity criteria (See Attachment A) b. Resolution of diagnostic dilemmas not resolved by consultations (e.g., multiple interacting syndromes, patient's symptoms interfere with the diagnostic conclusion and has a bearing on the primary care physician's treatment plan or if the diagnostic conclusion is needed to determine appropriateness for specialized mental health care. c. Stability level, if the result is needed to determine appropriateness for specialty mental health services. 	<p>exacerbating psychiatric symptoms.</p> <ul style="list-style-type: none"> 3. The PCP will be advised to identify and treat non-disabling psychiatric conditions which may be responsive to primary care, i.e., mild to moderate anxiety and/or depression. 4. When medically necessary, ANTHEM BLUE CROSS will cover and pay for physician services provided by specialists such as neurologists. Per MMCD Policy Letter 00-01 REV.
<p>G. Referrals</p>	<ul style="list-style-type: none"> 1. MHP will accept referrals from ANTHEM BLUE CROSS staff. ANTHEM BLUE CROSS providers and ANTHEM BLUE CROSS members will refer for determination of Specialty Mental Health Services (SMHS) medical necessity and provide mental health specialty diagnostic assessment as specified above. 2. MHP will coordinate with ANTHEM BLUE CROSS Customer Care Center and/or ANTHEM BLUE CROSS to facilitate appointment and referral verification assistance as needed. 3. When all medical necessity criteria are met, MHP will arrange for specialty mental health services by MHP provider. 4. When ANTHEM BLUE CROSS 	<ul style="list-style-type: none"> 1. Following the PCP assessment, ANTHEM BLUE CROSS staff and/or PCP will refer those members whose psychiatric condition would not be responsive to physical health care to the MHP to determine if Specialty Mental Health Services (SMHS) medical necessity criteria are met. 2. ANTHEM BLUE CROSS and PCP will coordinate and assist the MHP and ANTHEM BLUE CROSS member to keep their appointments and referrals back to their PCP as appropriate for all other services not covered by the MHP <ul style="list-style-type: none"> a. ANTHEM BLUE CROSS may request assistance from the MHP Liaison to facilitate removal of barriers to a successful referral such as transportation difficulties, resistance to treatment or delays to access. 3. ANTHEM BLUE CROSS members not

ANTHEM BLUE CROSS MOU

	<p>member is appropriately treated and/or stabilized, member may be referred back, if appropriate to PCP for maintenance care. The MHP and ANTHEM BLUE CROSS will coordinate services as necessary in such cases</p> <ol style="list-style-type: none"> 5. MHP and MHP provider will track referrals to PCP to verify that ANTHEM BLUE CROSS member has access to appointment and assistance to keep appointment as needed. <ol style="list-style-type: none"> a. MHP provider will have the option of contacting the ANTHEM BLUE CROSS, Health Services for information and assistance concerning a referred ANTHEM BLUE CROSS member. 6. The MHP will refer the ANTHEM BLUE CROSS member to a source of treatment or a source of referral for treatment outside the MHP when the MHP determines that the ANTHEM BLUE CROSS member's diagnosis is not included in Title 9, CCR, Section 1830.205. 7. Per Welfare & Institution Code, Section 5777.5 (b)(1) The MHP will designate a process or entity to receive notice of actions, denials, or deferrals from ANTHEM BLUE CROSS and to provide any additional information requested in the deferral notice as necessary for a medical necessity determination.. 8. Per Welfare & Institution Code, Section 5777.5(b)(2) the MHP will respond by the close of business day following the day the deferral notice is received. 	<p>meeting MHP medical necessity guidelines will be referred to appropriate community resources for assistance in identifying programs available for low income Medi-Cal beneficiaries.</p>
<p>H. Service Authorizations</p>	<ol style="list-style-type: none"> 1. MHP will authorize assessment and/or treatment services by MHP providers who are credentialed and contracted with MHP for services that meet SMHS medical necessity criteria. 	<ol style="list-style-type: none"> 1. ANTHEM BLUE CROSS will authorize medical assessment and/or treatment services by ANTHEM BLUE CROSS network providers who are credentialed and contracted with ANTHEM BLUE CROSS for covered medically necessary services. 2. ANTHEM BLUE CROSS will inform PCPs that they may refer members to the MHP for initial diagnosis and

ANTHEM BLUE CROSS MOU

		assessment of the ANTHEM BLUE CROSS member.
I. Consultation	<ol style="list-style-type: none"> 1. MHP encourages the use of the consultation by MHP providers with ANTHEM BLUE CROSS 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 BLUE CROSS members who are excluded from MHP services, MHP will provide clinical consultation and training to the ANTHEM BLUE CROSS PCPs, other mental health providers and/or ANTHEM BLUE CROSS staff on the following topics <ol 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 BLUE CROSS PCP's scope of practice. 	<ol style="list-style-type: none"> 1. PCP providers will be available to consult with MHP and MHP providers about ANTHEM BLUE CROSS 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 BLUE CROSS members who meet MHP medical necessity criteria and whose psychiatric symptoms will be treated by a MHP provider, ANTHEM BLUE CROSS and/or PCP will provide consultation to MHP providers and/or MHP staff on the following topics: <ol style="list-style-type: none"> a. Acquiring access to covered ANTHEM BLUE CROSS 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.
J. Early Periodic Screening, Diagnosis and	1. MHP will utilize Medi-Cal medical necessity criteria established for	1. When ANTHEM BLUE CROSS determines that EPSDT supplemental

ANTHEM BLUE CROSS MOU

<p>treatment (EPSDT) Supplemental Services.</p>	<p>EPSDT supplemental services to determine if a child, 21 years of age, and under, meets those criteria</p> <ol style="list-style-type: none"> 2. When EPSDT supplemental criteria are met, MHP is responsible for arranging and paying for EPSDT supplemental services from specialty mental health professional providers (See Attachment B, DHCS Letter dated 2001, Enclosure B, Page 1, Bullet 4) 3. When EPSDT supplemental criteria are not met, MHP will refer ANTHEM BLUE CROSS member children as follows: <ol style="list-style-type: none"> a. Referral to California Children's Services (CCS)- for those children who have a CCS medically eligible condition and require mental health provider services related to the eligible condition b. When a referral is made, the MHP will notify ANTHEM BLUE CROSS of the referral. 	<p>services criteria are not met, and the child's condition is not CCS eligible, ANTHEM BLUE CROSS will refer the child to the PCP for treatment of conditions within the PCP's scope of practice.</p> <ol style="list-style-type: none"> 2. Referrals to the MHP for an appropriate linked program will be made for treatment of conditions outside the PCP's scope of practice. ANTHEM BLUE CROSS will assist the MHP and members by providing links to known community providers of supplemental services.
<p>K. Pharmaceutical Services and Prescribed Drugs</p>	<ol style="list-style-type: none"> 1. The MHP list of contracted network providers is available on line. 1. MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for ANTHEM BLUE CROSS members under their treatment <ol style="list-style-type: none"> 1. MHP will coordinate with ANTHEM BLUE CROSS representatives to ensure that psychotropic drugs prescribed by MHP providers are included in the ANTHEM BLUE CROSS formulary and/or available for dispensing by ANTHEM BLUE CROSS network pharmacies unless otherwise stipulated by state regulation. 2. MHP will inform MHP providers regarding process and procedure for obtaining prescribed medications for ANTHEM BLUE CROSS members 3. MHP providers will utilize ANTHEM BLUE CROSS 	<ol style="list-style-type: none"> 1. ANTHEM BLUE CROSS 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 BLUE CROSS will coordinate with MHP to ensure that covered psychotropic drugs prescribed by MHP providers are available through the authorization process or formulary for dispensing by ANTHEM BLUE CROSS network pharmacies unless otherwise stipulated by state regulation. (See

ANTHEM BLUE CROSS MOU

	<p>contracted laboratories for laboratory tests needed in connection with administration and management of psychotropic medications.</p> <ol style="list-style-type: none"> 4. MHP will assist ANTHEM BLUE CROSS in the utilization review of psychotropic drugs prescribed by out-of-network psychiatrists. 5. MHP will share with ANTHEM BLUE CROSS 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>Enclosure2, Drugs Excluded from ANTHEM BLUE CROSS Coverage) MMCD Policy Letter 00-01 Rev.</p> <ol style="list-style-type: none"> 3. ANTHEM BLUE CROSS will apply utilization review procedures when prescriptions are written by out-of-network psychiatrists for the treatment of psychiatric conditions <ol style="list-style-type: none"> a. Covered psychotropic drugs written by out-of-network psychiatrists will be filled by ANTHEM BLUE CROSS network pharmacies b. ANTHEM BLUE CROSS will provide members with the same drug accessibility written by out-of-network psychiatrists as in-network providers e. ANTHEM BLUE CROSS 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. 4. ANTHEM BLUE CROSS PCPs will monitor the effects and side effects of psychotropic medications prescribed for those members whose psychiatric conditions are under their treatment. 5. Reimbursement to pharmacies for new psychotropic drugs classified as antipsychotics and approved by the FDA will be made through the Medi-Cal FFS system whether these drugs are provided by a pharmacy contracting with ANTHEM BLUE CROSS or by a FFS pharmacy. Per MMCD Policy Letter No. 00-01 REV. (See enclosure 2)
<p>L. Laboratory, Radiological and Radioisotope Services</p>	<ol style="list-style-type: none"> 1. MHP or a Medi-Cal FFS mental health services provider needing laboratory, radiological, or radioisotope services for a ANTHEM BLUE CROSS member when necessary for the diagnosis, treatment or monitoring of a mental health condition will utilize the list of ANTHEM BLUE CROSS contract providers. 	<ol style="list-style-type: none"> 1. ANTHEM BLUE CROSS will cover and pay for medically necessary laboratory, radiological and radioisotope services when ordered by a MHP or a Medi-Cal FFS mental health services provider for the diagnosis, treatment or monitoring of a mental health condition (and side effects resulting from medications prescribed to treat the mental health diagnosis) as described in Title 22, CCR Section 51311/MMCD Policy Letter No. 00-01 REV.

ANTHEM BLUE CROSS MOU

		<ol style="list-style-type: none"> 2. ANTHEM BLUE CROSS will coordinate and assist the MHP or Medi-Cal FFS mental health provider in the delivery of laboratory radiological or radioisotope services. 3. A list of ANTHEM BLUE CROSS contracted providers are available on-line. 4. Provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services.
<p>M. Grievances and Complaints</p>	<ol style="list-style-type: none"> 4. MHP will share with ANTHEM BLUE CROSS the established process for members and providers to register grievances/complaints regarding any aspect of the mental health care services. 	<ol style="list-style-type: none"> 1. ANTHEM BLUE CROSS has in place a written process for the submittal, processing and resolution of all member and provider grievances and complaints which is inclusive of any aspect of the health care services or provision of services. 2. ANTHEM BLUE CROSS liaison will coordinate and share the established complaint and grievance process for its ANTHEM BLUE CROSS MHP members with the MHP
<p>N. Appeal Resolution Process</p>	<ol style="list-style-type: none"> 1. MHP will ensure that the ANTHEM BLUE CROSS members and providers are given an opportunity for reconsideration and appeal for denied, modified or delayed services. 2. MHP will ensure that the ANTHEM BLUE CROSS members receives specialty mental health services and prescription drugs while the dispute is being resolved. 	<ol style="list-style-type: none"> 1. ANTHEM BLUE CROSS will ensure that members and providers are given an opportunity for reconsideration and an appeal for denied, modified or delayed services 2. ANTHEM BLUE CROSS will ensure that medically necessary services continue to be provided to members while the dispute is being resolved.
<p>O. Conflict Resolution/MOU/Agreement Monitoring</p>	<ol style="list-style-type: none"> 1. MHP Liaison will meet with the ANTHEM BLUE CROSS Liaison to monitor this agreement quarterly and/or upon request. <ol style="list-style-type: none"> a. Within two weeks of a formal request, MHP Liaison will meet with ANTHEM BLUE CROSS Liaison when MHP or ANTHEM BLUE CROSS management identify problems requiring resolution through the MOU b. MHP Liaison will be responsible for coordinating, assisting and communicating suggestions to the MHP leadership and ANTHEM BLUE CROSS 	<ol style="list-style-type: none"> 1. Local ANTHEM BLUE CROSS liaison will meet with the MHP Liaison to monitor this agreement quarterly and/or upon request. <ol style="list-style-type: none"> a. Within two weeks of a formal request, ANTHEM BLUE CROSS Liaison will meet with the MHP Liaison when the MHP or ANTHEM BLUE CROSS management identify problems requiring resolution through the MOU b. ANTHEM BLUE CROSS Liaison will be responsible for coordinating, assisting and communicating suggestions for MOU changes for ANTHEM BLUE CROSS and the MHP leadership. c. ANTHEM BLUE CROSS will coordinate and communicate

ANTHEM BLUE CROSS MOU

	<p>c. MHP Liaison will communicate and coordinate MOU changes to the State Department of Mental Health (DMH), the mental health plan service providers and to ANTHEM BLUE CROSS and its providers.</p> <p>2. MHP Liaison will participate in an annual review, update and/or renegotiations with ANTHEM BLUE CROSS on this agreement as is mutually agreed.</p> <p>3. MHP management will provide 60 days notice to ANTHEM BLUE CROSS should the MHP decide to modify this agreement. {Unless mandated by the Department of Mental Health directives, state mandated requirements and/or Federal guidelines.]</p>	<p>MOU changes to the California Department of Health Care Services (DHCS), MHP providers and ANTHEM BLUE CROSS network services providers.</p> <p>d. ANTHEM BLUE CROSS Liaison will make a good faith effort to agree to resolutions that are in the best interest of ANTHEM BLUE CROSS members and are agreeable to all parties involved.</p> <p>2. ANTHEM BLUE CROSS Liaison will conduct an annual review, update and/or renegotiations of this agreement with the MHP, as is mutually agreed.</p> <p>3. ANTHEM BLUE CROSS management will provide 60 day notice to MHP should ANTHEM BLUE CROSS decide to modify this agreement.</p>
<p>P. 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> • CMIA (Ca Civil Code 56 through 56.37) <p>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.</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. MHP 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</p>	<p>3. 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>1. 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>2. ANTHEM BLUE CROSS 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>

	or taken to mitigate the harm involving members within 30 days.	
--	-----------------------------------------------------------------	--

Enclosure 1a

Table 1 - Included ICD-9 Diagnoses - All Places of Services Except Hospital Inpatient

295.00 – 298.9	302.8 - 302.9	311 - 313.82
299.1 – 300.89	307.1	313.89 – 314.9
301.0 – 301.6	307.3	332.1 – 333.99 *
301.8 – 301.9	307.5 - 307.89	787.6
302.1 – 302.6	308.0 - 309.9	

*Note: Treatment of diagnoses 332.1 - 333.99, Medication Induced Movement Disorders, is a covered service only when the Medication Induced Movement Disorder is related to one or more included diagnoses.

Attachment A

Medical Necessity For Specialty Mental Health Services That Are The Responsibility Of Mental Health Plan

Enclosure 1a

Medical Necessity For Specialty Mental Health Services That Are The Responsibility Of Mental Health Plan

Must have all, A, B and C:

A. Diagnoses

Must have one of the following DSM IV diagnoses, which will be the focus of the intervention being provided:

Included Diagnosis:

- Pervasive Development Disorders, except Autistic Disorder which is excluded.
- Attention Deficit and Disruptive Behavior Disorders
- Feeding & Eating Disorders of Infancy or Early Childhood
- Elimination Disorders
- Other Disorders of Infancy, Childhood or Adolescence
- Schizophrenia & Other Psychotic Disorder
- Mood Disorders
- Anxiety Disorders
- Somatoform Disorders
- Factitious Disorders
- Dissociative Disorders
- Paraphilias
- Gender Identify Disorders
- Eating Disorders
- Impulse-Control Disorders Not Elsewhere Classified
- Adjustment Disorders
- Personality Disorders, excluding Antisocial Personality Disorder
- Medication-Induced Movement Disorders (related to other included diagnoses).

B. Impairment Criteria

Must have *one* of the following as a result of the mental disorder(s) identified in the diagnostic ("A") criteria; Must have *one*, 1, 2 or 3:

- 1 A significant impairment in an important area of life functioning, *or*
- 2 A probability of significant deterioration in an important area of life functioning, *or*
- 3 Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder which can be corrected or ameliorated (current DHS EPSDT regulations also apply).

C. Intervention Related Criteria

Must have *all*, 1, 2 and 3 below:

- 1 The focus of proposed intervention is to address the condition identified in impairment criteria "B" above *and*
- 2 It is expected the beneficiary will benefit from the proposed intervention by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning, and/or for children it is probable the child will progress developmentally as individually appropriate (or if covered by EPSDT can be corrected or ameliorated), *and*
- 3 The condition would not be responsive to physical health care based treatment.

Excluded Diagnosis:

- Mental Retardation
- Learning Disorder
- Motor Skills Disorder
- Communications Disorders
- Autistic Disorder, Other Pervasive Developmental Disorders are included.
- Tic Disorders
- Delirium, Dementia, and Amnesic and Other Cognitive Disorders
- Mental Disorders Due to a General Medical Condition
- Substance-Related Disorders
- Sexual Dysfunctions
- Sleep Disorders
- Antisocial Personality Disorder
- Other Conditions that may be a focus of clinical attention, except Medication induced Movement Disorders which are included.

A beneficiary may receive services for an included diagnosis when an excluded diagnosis is also present.

EPSDT beneficiaries with an included diagnosis and a substance related disorder may receive specialty mental health services directed at the substance use component. The intervention must be consistent with, and necessary to the attainment of, the specialty MH treatment goals.

DRUGS EXCLUDED FROM PLAN COVERAGE

Psychotropic Drugs	Drugs for the Treatment of HIV
Amantadine HCL	Abacavir Sulfate (Ziagen)
Benzotropine Mesylate	Amprenavir (Agenerase)
Biperiden HCL	Delavirdine Mesylate (Rescriptor)
Biperiden Lactate	Efavirenz (Sustiva)
Chlorpromazine HCL	Indinavir Sulfate (Crixivan)
Chlorprothixene	Lamivudine (EpiVir)
Clozapine	Neftinavir Mesylate (Viracept)
Fluphenazine Decanoate	Nevirapine (Viramune)
Fluphenazine Enanthate	Ritonavir (Norvir)
Fluphenazine HCL	Saquinavir (Fortovase)
Haloperidol	Saquinavir Mesylate (Invirase)
Haloperidol Decanoate	Stavudine (Zerit)
Haloperidol Lactate	Zidovudine/Lamivudine (Combivir)
Isocarboxazid	
Lithium Carbonate	
Lithium Citrate	
Loxapine HCL	
Loxapine Succinate	
Mesoridazine Besylate	
Molindone HCL	
Olanzapine	
Perphenazine	
Phenelzine Sulfate	
Pimozide	
Procyclidine HCL	
Promazine HCL	
Quetiapine	
Risperidone	
Thioridazine HCL	
Thiothixene	
Thiothixene HCL	
Tranlycypromine Sulfate	
Trifluoperazine HCL	
Trifluopromazine HCL	
Trihexyphenidyl HCL	

Per MMCD Policy Letter No. 00-01 REV.
March 16, 2000 REV

**California Code of Regulations
Title 9, Division 1, Chapter 11, Subchapter 3, Article 2**

Section 1820.205. Medical Necessity Criteria for Reimbursement of Psychiatric Inpatient Hospital Services.

(a) For Medi-Cal reimbursement for an admission to a psychiatric inpatient hospital, the beneficiary shall meet medical necessity criteria set forth in (1) and (2) below:

(1) One of the following diagnoses in the Diagnostic and Statistical Manual, Fourth Edition, published by the American Psychiatric Association:

- (A) Pervasive Developmental Disorders
- (B) Disruptive Behavior and Attention Deficit Disorders
- (C) Feeding and Eating Disorders of Infancy or Early Childhood
- (D) Tic Disorders
- (E) Elimination Disorders
- (F) Other Disorders of Infancy, Childhood, or Adolescence
- (G) Cognitive Disorders (only Dementias with Delusions, or Depressed Mood)
- (H) Substance Induced Disorders, only with Psychotic, Mood, or Anxiety Disorder
- (I) Schizophrenia and Other Psychotic Disorders
- (J) Mood Disorders
- (K) Anxiety Disorders
- (L) Somatoform Disorders
- (M) Dissociative Disorders
- (N) Eating Disorders
- (O) Intermittent Explosive Disorder
- (P) Pyromania
- (Q) Adjustment Disorders
- (R) Personality Disorders

(2) A beneficiary must have both (A) and (B):

- (A) Cannot be safely treated at a lower level of care; and
- (B) Requires psychiatric inpatient hospital services, as the result of a mental disorder, due to indications in either 1 or 2 below:

- 1. Has symptoms or behaviors due to a mental disorder that (one of the following):
 - a. Represent a current danger to self or others, or significant property destruction.
 - b. Prevent the beneficiary from providing for, or utilizing, food, clothing or shelter.

- c. Present a severe risk to the beneficiary's physical health.
- d. Represent a recent, significant deterioration in ability to function.
- 2. Require admission for one of the following:
 - a. Further psychiatric evaluation.
 - b. Medication treatment.
 - c. Other treatment that can reasonably be provided only if the patient is hospitalized.
- (b) Continued stay services in a psychiatric inpatient hospital shall only be reimbursed when a beneficiary experiences one of the following:
 - (1) Continued presence of indications which meet the medical necessity criteria as specified in (a).
 - (2) Serious adverse reaction to medications, procedures or therapies requiring continued hospitalization.
 - (3) Presence of new indications which meet medical necessity criteria specified in (a).
 - (4) Need for continued medical evaluation or treatment that can only be provided if the beneficiary remains in a psychiatric inpatient hospital.
- (c) An acute patient shall be considered stable when no deterioration of the patient's condition is likely, within reasonable medical probability, to result from or occur during the transfer of the patient from the hospital.

NOTE

Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 5778 and 14684, Welfare and Institutions Code.

Enclosure 4

**California Code of Regulations
Title 9, Division 1, Chapter 11, Subchapter 3, Article 2**

Section 1830.205. Medical Necessity Criteria for MHP Reimbursement of Specialty Mental Health Services.

(a) The following mental necessity criteria determine Medi-Cal reimbursement for specialty mental health services that are the responsibility of the MHP under this subchapter, except as specially provided.

(b) The beneficiary must meet criteria outlined in (1), (2), and (3) below to be eligible for services:

(1) Be diagnosed by the MHP with one of the following diagnoses in the Diagnostic and Statistical Manual, Forth Edition, published by the American Psychiatric Association:

(A) Pervasive Developmental Disorders, except Autistic Disorders

(B) Disruptive Behavior and Attention Deficit Disorders

(C) Feeding and Eating Disorders of Infancy and Early Childhood

(D) Elimination Disorders

(E) Other Disorders of Infancy, Childhood, or Adolescence

(F) Schizophrenia and other Psychotic Disorders

(G) Mood Disorders

(H) Anxiety Disorders

(I) Somatoform Disorders

(J) Factitious Disorders

(K) Dissociative Disorders

(L) Paraphilias

(M) Gender Identity Disorder

(N) Eating Disorders

(O) Impulse Control Disorders Not Elsewhere Classified

(P) Adjustment Disorders

(Q) Personality Disorders, excluding Antisocial Personality Disorder

(R) Medication-Induced Movement Disorders related to other included diagnoses.

(2) Must have at least one of the following impairments as a result of the mental disorder(s) listed in subdivision (1) above:

(A) A significant impairment in an important area of life functioning.

(B) A probability of significant deterioration in an important area of life functioning.

(C) Except as provided in Section 1830.210, a probability a child will not progress developmentally as individually appropriate. For the purpose of this section, a child is a person under the age of 21 years.

(3) Must meet each of the intervention criteria listed below:

Enclosure 5

**California Code of Regulations
Title 9, Division 1, Chapter 11, Subchapter 3, Article 2**

Section 1830.210. Medical Necessity Criteria for MHP Reimbursement for Specialty Mental Health Services for Eligible Beneficiaries Under 21 Years of Age.

- (a) For beneficiaries under 21 years of age who do meet the medical necessity requirements of Section 1830.205(b)(2) and (3), medical necessity criteria for specialty mental health services covered by this subchapter shall be met when all of the following exist:
- (1) The beneficiary meets the diagnosis criteria in Section 1830.205(b)(1),
 - (2) The beneficiary has a condition that would not be responsive to physical health care based treatment, and
 - (3) The requirements of Title 22, Section 51340(e)(3) are met; or, for targeted case management services, the service to which access is to be gained through case management is medically necessary for the beneficiary under Section 1830.205 or under Title 22, Section 51340(e)(3) and the requirements of Title 22, Section 51340(f) are met.
- (b) The MHP shall not approve a request for an EPSDT Supplemental Specialty Mental Health Service under this section if the MHP determines that the service to be provided is accessible and available in an appropriate and timely manner as another specialty mental health service covered by this subchapter.
- (c) The MHP shall not approve a request for specialty mental health services under this section in home and community based settings if the MHP determines that the total cost incurred by the Medi-Cal program for providing such services to the beneficiary is greater than the total cost to the Medi-Cal program in providing medically equivalent services at the beneficiary's otherwise appropriate institutional level of care, where medically equivalent services at the appropriate level are available in a timely manner.

NOTE

Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14132 and 14684, Welfare and Institutions Code; and Title 42, Section 1396d(r), United States Code.

Enclosure 6

Inyo County Health and Human Services' Mental Health Plan

163 May Street, Bishop, CA 93514

]

(760) 873-3305

The Mental Health Plan or Managed Care oversees the mental health services for Inyo County's Medi-Cal beneficiaries. The gate keeping function is a major component of the Managed Care Program. It provides screening and referrals to county and contracted providers for all individuals who desire publically funded mental health services.

Crisis services are available 24 hours a day/seven days a week. We can always be reached by contacting 1-800-841-5011 or during normal business hours at 760 873-6533.

Inyo County has contracts with private providers Inyo County for mental health services for both youth and adult clients. The Managed Care program selects and credentials their providers, negotiates rates, authorizes services and provides payment for services in accordance with statewide criteria.

The Managed Care program is committed to the delivery of community oriented, culturally sensitive and affordable mental health care throughout Inyo County. The program is dedicated to the philosophy of excellence in providing quality mental health services in an integrated system that values to quality of life, compassion and respect of both clients and providers.

Enclosure 7

This MOU cannot conflict with MHP's obligations in the State/County MHP Contract, CCR Title 9, the State Plan for the rehabilitation and Targeted Case Management outpatient coverage or the MHP's responsibilities as a federal managed care Prepaid Inpatient Health Plan (PHIP) under the 1915 (b) waiver.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 18

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

FROM: HEALTH & HUMAN SERVICES - Behavioral Health Division

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Request approval and ratification of the Memorandum of Understanding with California Health and Wellness for compliance with Medi-Cal Managed Care

DEPARTMENTAL RECOMMENDATION:

Request that Board ratify the Memorandum of Understanding (MOU) with California Health and Wellness, effective January 1, 2014, describing responsibilities for mental health services as part of California's Medi-Cal Managed Care expansion, and authorize the HHS Director to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Medi-Cal Managed Care in California was expanded within the last year to include the remaining rural counties in the State. Inyo County now has two Managed Care entities for Medi-Cal: Anthem Blue Cross and California Health and Wellness. Essentially, the MOU clarifies that HHS continues to have responsibility for "specialty mental health services" as are currently being provided. Non-specialty mental health services, such as those currently being treated by local physicians are subject to the Managed Care MOU with California Health and Wellness.

ALTERNATIVES:

This MOU is necessary to clarify roles and responsibilities for billing purposes. Failure to approve the MOU keeps Inyo non-compliant with State direction, and lends to confusion for our local Medi-Cal beneficiaries.

OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services

FINANCING:

There is no funding involved in this MOU.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Margaret Kemp-Wilkins Approved: <input checked="" type="checkbox"/> Date: 09/24/14
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner ^{DE}

Date: _____

MEMORANDUM OF UNDERSTANDING

**between
CALIFORNIA HEALTH AND WELLNESS PLAN and
COUNTY OF Inyo for
COORDINATION OF SERVICES**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of this First day of January, 2014 by and between the COUNTY OF Inyo, a Political Subdivision of the State of California, hereinafter referred to as “COUNTY” and CALIFORNIA HEALTH AND WELLNESS PLAN (“CHWP”), a health maintenance organization, whose address is 1740 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833, (Collectively the “Parties” and individually “Party”) in order to implement certain provisions of Title 9 of the California Code of Regulations (“CCR”).

WHEREAS COUNTY through its Department of Health & Human Services is a Mental Health Plan hereinafter referred to as “MHP”, as defined in Title 9 CCR, section 1810.226 and is required by the State Department of Mental Health (“DMH”) to enter into an MOU with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR; and

WHEREAS, nothing contained herein shall add to or delete from the services required by COUNTY or CHWP under each individual party’s agreement with the State (“State”) of California or the provisions of State or federal law. COUNTY and CHWP agree to perform required services under said agreements with the State, to the extent not inconsistent with laws and regulations; and

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

WHEREAS, this MOU cannot conflict with MHP’s obligations in the State/County MHP Contract, CCR Title 9, and the State Plan for the rehabilitation and Targeted Case Management outpatient or the MHP’s responsibilities as a federal managed care Prepaid Inpatient Health Plan (PHIP) under the 1025 (b) waiver; and

WHEREAS, all references in this MOU to “Members” are limited to individuals assigned to or enrolled in CHWP health plan.

WHEREAS the purpose of this MOU is to describe the responsibilities of COUNTY through its MHP and CHWP in the delivery of specialty mental health services to Members served by both parties. It is the intention of

COUNTY and CHWP to coordinate care between providers of physical care and mental health care as set forth in Attachment 1, "Matrix of Parties' Responsibilities".

WHEREAS, Attachment B identified as "MMCD Policy Letter No. 00-01 REV." ("Policy Letter") which is attached hereto and incorporated herein, shall provide guidelines by which this MOU shall be governed. Any amendments to this Policy Letter shall automatically be incorporated by reference into this MOU.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. TERM

This MOU shall become effective retroactively to the 1st day of January, 2014 and shall automatically renew thereafter.

2. TERMINATION

A. Non-Allocation of Funds – The terms of this MOU, and the services to be provided thereunder, 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 Director of COUNTY's Department of Behavioral Health, or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

3. COMPENSATION

The program responsibilities 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. However, COUNTY shall retain the right to administer this MOU so as to verify that CHWP is performing its obligations in accordance with the terms and conditions thereof. 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, and all other regulations governing such 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, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, either party agrees to indemnify the other party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other 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 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. AUDITS AND INSEPCCTIONS

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>
California Health and Wellness Plan	COUNTY OF Inyo, HHS
1740 Creekside Oaks Drive, Suite 200	163 May Street
Sacramento, CA 95833	Bishop, CA 93514

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 Inyo 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. ENTIRE AGREEMENT

This MOU including all Exhibits and Attachments 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

County of Inyo

(Legibly Print Name of Provider)

Signature: _____

Signature: _____

Print Name: Gregory Buchert, MD

Print Name: _____

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

ECM #: 73558

Tax Identification Number: _____

To be completed by California Health and Wellness Plan only:
Effective Date of Agreement: _____

Included in Agreement	Attachment/Exhibit
X	Attachment – Matrix of Parties' Responsibilities
X	- Exhibit 1 Included ICD-9 Diagnoses
X	- Exhibit 2 Medical Necessity Criteria for Specialty Mental Health
X	Attachment B – MMCD Policy Letter No. 00-01 REV "Plan Responsibility under Medi-Cal Specialty Mental Health Services Consolidating Program"

**MEMORANDUM OF UNDERSTANDING
MATRIX OF PARTIES' RESPONSIBILITIES**

CATEGORY	MENTAL HEALTH PLAN ("MHP")	CALIFORNIA HEALTH AND WELLNESS PLAN ("CHWP")
A. Liaison	<ol style="list-style-type: none"> 1. MHP's Administrative Staff is the liaison to coordinate activities with CHWP and to notify MHP providers and relevant staff of their roles and responsibilities. 2. MHP Liaison will provide CHWP with an updated list of approved MHP providers, specialists and mental health care centers in the county. 3. This information is also available on the MHP's managed care website and is updated at a minimum on a quarterly basis. 	<ol style="list-style-type: none"> 1. CHWP has a liaison that coordinates activities with the MHP and MHP Liaison. 2. The Liaison will notify CHWP staff and CHWP providers of their responsibilities to coordinate services with the MHP. 3. The CHWP Provider Directory is available on line and updated at a minimum on a quarterly basis. 4. The CHWP Provider Operations Manual is available on line.
B. Mental Health Service	<ol style="list-style-type: none"> 1. MHP will credential and contract with sufficient numbers of licensed mental health professionals to maintain a MHP provider network sufficient to meet the needs of Members. 2. MHP will assist with identification of MHP providers who have the capacity and willingness to accept Medi-Cal Fee for Service reimbursement to serve the needs of Members who do not meet the MHP medical necessity criteria and require services outside the scope of practice of the Primary Care Physicians (PCP) per Attachment B, attached hereto. 3. MHP will continually monitor the MHP provider network to ensure Member access to quality mental health care. MHP will assist CHWP in arranging for a specific MHP provider or community service. 4. MHP will assist CHWP to develop and update a list of providers or provider organizations to be made available to members. This list is available on the MHP's managed care website. Any updates to the 	<ol style="list-style-type: none"> 1. CHWP will utilize the MHP to identify MHP providers who are willing to accept Medi-Cal fee for service reimbursement to provide services for Members who do not meet MHP medical necessity criteria for MHP services and require services outside the scope of practice of the PCP per Attachment B, attached hereto. 2. CHWP will coordinate care with the appropriate MHP provider or provider organization as recommended by the MHP for those services that do not meet the MHP medical necessity criteria. 3. CHWP will collaborate with MHP to maintain a list of MHP providers or provider organizations to be made available to Members upon request. 4. Any updates to the list will be provided to CHWP liaison quarterly and upon request.

	list will be forwarded to the CHWP liaison quarterly and upon request.	
C. Medical Records Exchange Of Information	<ol style="list-style-type: none"> MHP will follow all applicable laws pertaining to the use and disclosure of protected health information including but not limited to: <ul style="list-style-type: none"> HIPAA / 45 C.F.R. Parts 160 and 164 W & I Code Sections 5328-328.15 45 C.F.R. Part 2 HITECH Act (42. U.S.C. Section 17921 et. seq) CMIA (Ca Civil Code 56 through 56.37) 	<ol style="list-style-type: none"> CHWP and contracted providers are allowed to release medical information under HIPAA regulations specific to the HIPAA Privacy Rule (45 C.F.R. Part 164.)
D. Scope Of Service	<ol style="list-style-type: none"> MHP has a toll-free telephone number available 24 hours a day, seven days week for access to emergency and specialty mental health services for Members who meet the medical necessity criteria as identified in Attachment B, attached hereto. MHP maintains responsibility for: <ol style="list-style-type: none"> Medication treatment for mental health conditions that would not be responsive to physical healthcare-based treatment and the condition meets MHP medical necessity criteria. All other outpatient specialty mental health services covered by the MHP when the Member's mental health condition meets MHP medical necessity criteria, such as individual and group therapies, case management, crisis intervention, treatment plan, assessment, linkage with community resources. Consultation and training services to PCPs, particularly related to specialty mental health issues and treatments, including medication consultation. To receive mental health services, the Member must meet the criteria for each of the following 	<ol style="list-style-type: none"> CHWP PCPs will be responsible for providing 24 hours a day, seven days a week, access to health care services for Members as specified in the CHWP contract with Department of Health Care Services. PCP refer to the MHP for assessment and appropriate services. PCP's will refer Members for: <ol style="list-style-type: none"> An assessment to confirm or arrive at a diagnosis. Mental health services other than medication management are needed for a Member with a diagnosis included in the responsibilities of the MHP. For identification of conditions not responsive to physical healthcare-based treatment. PCPs will provide primary care mental health treatment that includes: <ol style="list-style-type: none"> Basic education, assessment, counseling and referral and linkage to other services for all Members. Medication and treatment for: <ol style="list-style-type: none"> Mental health conditions that would be responsive to physical healthcare-based treatment. Mental health disorders due to a general medical condition.

	<p>categories:</p> <ul style="list-style-type: none"> a. Category A-Included Diagnosis. b. Category B-Impairment Criteria. c. Category C-Intervention Related Criteria Per Enclosure 1a of Exhibit A. <p>4. MHP providers will refer Members back to their identified PCP for medical and non-specialty mental health conditions that would be responsive to appropriate physical health care.</p>	<ul style="list-style-type: none"> c. Medication-induced reactions from medications prescribed by physical health care providers. <p>4. PCPs will provide or arrange for:</p> <ul style="list-style-type: none"> a. Covered medical services. b. Primary mental health intervention for Member with "Excluded Diagnosis" as identified in Specialty Mental Health Services identified in Exhibit 2. c. Outpatient mental health services within the PCP's scope of practice. <p>5. CHWP and MHP recognize that the PCP's ability to treat mental disorders will be limited to each provider's training and scope of practice.</p> <p>6. When the Member does not meet mental health medical necessity, CHWP and PCP will be responsible for coordinating a referral in accordance with Category B2 "Mental Health Services" or a CHWP contracted provider.</p>
<p>E. Ancillary Mental Health Services</p>	<p>1. When medical necessity criteria are met and services are approved by the MHP, the MHP and its 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 a Member admitted to a psychiatric inpatient hospital other than routine services, per Attachment B, attached hereto.</p> <p>2. The MHP toll-free 24-hour line is available to Members.</p>	<p>1. CHWP must cover and pay for medically necessary laboratory, radiological, and radioisotope services described in Title 22, CCR, Section 51311. CHWP will cover and pay for related services for Electroconvulsive Therapy (ECT), anesthesiologist services provided on an outpatient basis, per Attachment B, attached hereto.</p> <p>2. CHWP 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</p>

		<p>necessary physical medicine consultation, per Attachment B, attached hereto.</p>
<p>E.1.Emergency Room Urgent Mental Health Care</p>	<ol style="list-style-type: none"> 1. The MHP shall cover and pay for the professional services of a mental health specialist provided in an emergency room to a 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 Attachment B, attached hereto. 2. The MHP is responsible for the facility charges resulting from the emergency services and care of a Member whose condition meets MHP medical necessity criteria when such services and care do result in the admission of the Member for 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 Attachment B, attached hereto. 	<ol style="list-style-type: none"> 1. CHWP is not required to cover room and board charges or mental health services associated with a Member's admission to a hospital or inpatient psychiatric facility for psychiatric inpatient services, per Attachment B, attached hereto. 2. CHWP will maintain a 24 hour member service and Nurse Advice Line. 3. CHWP 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. 4. CHWP shall cover and pay for the facility charges resulting from the emergency services and care of a 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. 5. CHWP shall cover and pay for the facility charges and the medical professional services required for the emergency services and care of a Member with an excluded diagnosis or a 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. 6. Payment for the professional services of a mental health specialist required for the emergency services and care of a Member with an

		excluded diagnosis is the responsibility of CHWP.
E.2.Home Health Agency Services	<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 a Member who is homebound. MHP will collaborate with CHWP on any specialty mental health services being provided to a Member. 	<ol style="list-style-type: none"> 1. CHWP will cover and pay for prior authorized home health agency services as described in Title 22, CCR, Section 51337 prescribed by a CHWP provider when medically necessary to meet the needs of homebound Members. 2. CHWP is not obligated to provide home health agency services that would not otherwise be authorized by the Medi-Cal program. 3. CHWP will refer Members who may be at risk of institutional placement to the Home and Community Based services (HCBS) Waiver Program if appropriate.
E.3.Nursing And Residential Facility Services	<ol style="list-style-type: none"> 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)]. 2. MHP's provide medically necessary specialty mental health services, typically visits by psychiatrists and psychologists. 	<ol style="list-style-type: none"> 1. CHWP will arrange and pay for nursing facility services for Members who meet the medical necessity criteria for the month of admission plus one month, per Title 22, CCR, Section 51335. 2. CHWP will arrange for disenrollment from managed care if Member needs nursing services for a longer period of time. 3. CHWP will pay for all medically necessary DHCS contractually required Medi-Cal covered services until the disenrollment is effective.
E.4.Emergency And Non-Emergency 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 Medi-Cal 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 transferred to can be provided at a lower cost. 	<ol style="list-style-type: none"> 1. CHWP 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.

		<p>2. CHWP will cover and pay for all medically necessary emergency transportation. Ambulance services are covered when the Member's medical condition contraindicates the use of other forms of medical transportation.</p> <p>3. Emergency medical transportation is covered, without prior authorization, to the nearest facility capable of meeting the medical needs of the Member as per 22 CCR 51323.</p> <p>4. Ambulance, litter van, and wheelchair van medical transportation services are covered when the Member's medical and physician condition is such that transport by ordinary means of public or private conveyance is medically contraindicated, and transportation is required for the purpose of obtaining needed medical care. Ambulance services are covered when the member's medical condition contraindicates the use of other forms of medical transportation.</p> <p>5. CHWP 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 Member's medical needs. <p>6. CHWP will cover and pay for necessary non-emergency medical transportation services when</p>
--	--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		<p>prescribed for a Member by a Medi-Cal mental health provider outside the MHP when authorization is obtained.</p> <p>7. CHWP will maintain a policy of non-discrimination regarding Members with mental disorders who require access to any other transportation services provided by CHWP.</p>
E.5. Developmentally Disabled Services	<p>1. MHP will refer Members with developmental disabilities to the Kern 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 a Member when that Member has been determined to be ineligible for MHP covered services because the Member's diagnosis is not included in Attachment B.</p>	<p>1. CHWP PCP will refer Members with developmental disabilities to the Kern Regional Center for non-medical services such as respite, out-of-home placement supportive living, etc., if such services are needed.</p> <p>2. CHWP will make good faith efforts to execute an MOU with Kern Regional Center.</p>
E.6. History And Physical For Psychiatric Hospital Admission	<p>1. MHP will utilize CHWP network providers to perform medical histories and physical examinations required for mental health examinations required for mental health and psychiatric hospital admissions for CHWP members.</p>	<p>1. CHWP will cover and pay for all medically necessary professional services to meet the physical health care needs of Members who are admitted to the psychiatric ward of a general acute care hospital or freestanding licensed psychiatric inpatient hospital. These services include the initial health history and physical assessment required within 24 hours of admission and any necessary physical medicine consultations, per Attachment B attached hereto.</p>
E.7. Hospital Outpatient Department Services (Electroconvulsive Therapy)	<p>1. MHP will cover and pay for all psychiatric professional services associated with electroconvulsive therapy. Title 9, CCR Section 1810.350</p>	<p>1. CHWP is responsible for separately billable outpatient services related to electroconvulsive therapy, such as anesthesiologist services, per Attachment B, attached hereto.</p>

		<ol style="list-style-type: none"> 2. CHWP will cover and pay for professional services and associated room charges for hospital outpatient department services consistent with medical necessity and CHWP's contract with its contractors and DHCS, per Attachment B, attached hereto.
F. Diagnostic Assessment And Triage	<ol style="list-style-type: none"> 1. MHP will arrange and pay for specialty MHP provider services for Members whose psychiatric condition may not be responsive to physical health care. <ol style="list-style-type: none"> a. Initial access and availability will be via the MHP Access Unit (a twenty-four hour toll free telephone triage system). 2. Crisis/emergency triage via MHP provider is available 24 hours a day. 3. MHP provider will assess and diagnose Member's symptoms, level of impairment and focus of intervention. Included ICD-9 Diagnoses codes are identified in Exhibit 1 of this Attachment. 4. MHP provider assessments will: <ol style="list-style-type: none"> a. Determine if Member meets medical necessity criteria (See Exhibit 2 of this Attachment). b. Provide a resolution of diagnostic dilemmas not resolved by consultations (e.g., multiple interacting syndromes, patient's symptoms interfere with the diagnostic conclusion and has a bearing on the primary care physician's treatment plan or if the diagnostic conclusion is needed to determine appropriateness for specialized mental health care). c. Identify stability level, if the result is needed to determine appropriateness for specialty mental health services. 	<ol style="list-style-type: none"> 1. CHWP will arrange and pay for assessments of CHWP members by PCPs to: <ol style="list-style-type: none"> a. Rule out general medical conditions causing psychiatric symptoms. b. Rule out mental disorders caused by a general medical condition. 2. The PCP will identify those general medical conditions that are causing or exacerbating psychiatric symptoms. 3. The PCP will be advised to identify and treat non-disabling psychiatric conditions which may be responsive to primary care, i.e., mild to moderate anxiety and/or depression. 4. When medically necessary CHWP will cover and pay for physician services provided by specialists such as neurologists, per Attachment B, attached hereto.
G. Referrals	<ol style="list-style-type: none"> 1. MHP will accept referrals from CHWP staff, CHWP providers and Members will refer to determine medical necessity for specialty mental health services and provide 	<ol style="list-style-type: none"> 1. Following the PCP assessment, CHWP staff and/or PCP will refer those Members whose psychiatric condition would not be responsive to physical health care to the MHP

	<p>mental health specialty diagnostic assessment as specified above.</p> <ol style="list-style-type: none"> 2. MHP will coordinate with CHWP Customer Care Center to facilitate appointment and referral verification assistance as needed. 3. When all medical necessity criteria are met, MHP will arrange for specialty mental health services by MHP provider. 4. When Member is appropriately treated and/or stabilized, Member may be referred back, if appropriate to PCP for maintenance care. The MHP and CHWP will coordinate services as necessary in such cases. 5. MHP and MHP provider will track referrals to PCP to verify that Member has access to appointment and assistance to keep appointment as needed. <ol style="list-style-type: none"> a. MHP provider will have the option of contacting the CHWP for information and assistance concerning a referred Member. 6. The MHP will refer the Member to a source of treatment or a source of referral for treatment outside the MHP when the MHP determines that the Member's diagnosis is not included in Title 9, CCR, Section 1830.205. 7. Per Welfare & Institution Code, Section 5777.5 (b)(1) The MHP will designate a process or entity to receive notice of actions, denials, or deferrals from CHWP, and to provide any additional information requested in the deferral notice as necessary for a medical necessity determination. 8. Per Welfare & Institution Code, Section 5777.5(b) (2) the MHP will respond by the close of business day following the day the deferral notice is received. 	<p>to determine if specialty mental health services medical necessity criteria are met.</p> <ol style="list-style-type: none"> 2. CHWP and PCP will coordinate and assist the MHP and Member to keep their appointments and referrals back to their PCP as appropriate for all other services not covered by the MHP. <ol style="list-style-type: none"> a. CHWP may request assistance from the MHP Liaison to facilitate removal of barriers to a successful referral such as transportation difficulties, resistance to treatment or delays to access. 3. Members not meeting MHP medical necessity guidelines will be referred by CHWP to appropriate community resources for assistance in identifying programs available for low income Medi-Cal beneficiaries.
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>H. Service Authorizations</p>	<p>1. MHP will authorize assessment and/or treatment services by MHP providers who are credentialed and contracted with MHP for services that meet specialty mental health services medical necessity criteria.</p>	<p>1. CHWP will authorize medical assessment and/or treatment services by CHWP network providers who are credentialed and contracted with CHWP for covered services.</p> <p>2. CHWP will inform PCPs that they may refer Members to the MHP for initial diagnosis and assessment of the Member.</p>
<p>I. Consultation</p>	<p>1. MHP encourages consultations between MHP providers and CHWP PCP providers as it relates to specialty mental health issues including but not limited to medication issues, linkage with community resources, etc., in accordance with HIPAA federal and state regulations regarding confidentiality per HIPPA Privacy Rule 45 C.F.R. Part 164.</p> <p>2. For those Members who are excluded from MHP services, MHP will provide clinical consultation and training to the CHWP PCPs, other mental health providers and/or CHWP 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 	<p>1. PCP providers will be available to consult with MHP and MHP providers regarding Members who are treated by both, in accordance with HIPAA federal and state regulations regarding confidentiality, per HIPPA Privacy Rule 45 C.F.R. Part 164.</p> <p>2. For those Members who meet MHP medical necessity criteria and whose psychiatric symptoms will be treated by a MHP provider, CHWP 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 CHWP 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.

	the CHWP PCP's scope of practice.	
J. Early Periodic Screening, Diagnosis And Treatment (EPSDT), Supplemental Services	<ol style="list-style-type: none"> 1. MHP will utilize Medi-Cal medical necessity criteria established for EPSDT supplemental services to determine if a child, 21 years of age and under, meets those criteria. 2. When EPSDT criteria are met, MHP is responsible for arranging and paying for EPSDT supplemental services provided by MHP specialty mental health providers. 3. When EPSDT supplemental criteria are not met, MHP will refer Member children as follows: <ol style="list-style-type: none"> a. Referral to California Children's Services (CCS)—for those children who have a CCS medically eligible condition and require mental health provider services related to the eligible condition. b. When a referral is made, the MHP will notify CHWP of the referral. 	<ol style="list-style-type: none"> 1. When CHWP determines that EPSDT supplemental services criteria are not met and the Member child's condition is not CCS eligible, CHWP will refer the Member child to the PCP for treatment of conditions within the PCP's scope of practice. 2. Referrals to the MHP for an appropriate linked program will be made for treatment of conditions outside the PCP's scope of practice. CHWP will assist the MHP and members by providing links to known community providers of supplemental services. 3. CHWP will cover all, medically necessary professional services to meet the physical health care needs of Members admitted to a general acute care hospital ward or to a freestanding licensed psychiatric inpatient hospital.
K. Pharmaceutical Services And Prescribed Drugs	<ol style="list-style-type: none"> 1. MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for Members under their treatment. 2. MHP will coordinate with CHWP representatives to ensure that psychotropic drugs prescribed by MHP providers are included in the CHWP formulary and/or available for dispensing by CHWP network pharmacies unless otherwise stipulated by state regulation. 3. MHP will inform MHP providers regarding process and procedure for obtaining prescribed medications for Members. 4. MHP providers will utilize CHWP contracted laboratories for laboratory tests required for medication administration and management of psychotropic medications. 	<ol style="list-style-type: none"> 1. CHWP will: <ol style="list-style-type: none"> a. Allow MHP credentialed providers access to pharmacy and laboratory services as specialty providers. b. Will make available a list of participating pharmacies and laboratories on the internet. c. Will make available the formulary and information regarding drug formulary procedures on the internet. d. Consider recommendations from MHP for utilization management standards for mental health pharmacy and laboratory services. e. Provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services to the MHP. 2. CHWP will coordinate with MHP to ensure that covered psychotropic drugs prescribed by MHP

	<ol style="list-style-type: none"> 5. MHP will assist CHWP in the utilization review of psychotropic drugs prescribed by out-of-network psychiatrists. 6. MHP will share with CHWP a list of non-contracted psychiatrist MHP providers contracted to provide mental health services in areas where access to psychiatrists is limited, on a quarterly basis. 7. MHP will provide CHWP with the names and qualifications of the MHP's prescribing physicians, if requested by CHWP. 	<p>providers are available through the authorization process or formulary for dispensing by CHWP network pharmacies unless otherwise stipulated by state regulation. (See Attachment B).</p> <ol style="list-style-type: none"> 3. CHWP will apply utilization review procedures when prescriptions are written by out-of-network psychiatrists for the treatment of psychiatric conditions. <ol style="list-style-type: none"> a. Covered psychotropic drugs written by out-of-network psychiatrists will be filled by CHWP network pharmacies. b. CHWP will provide Members with the same drug accessibility written by out-of-network psychiatrists as in-network providers. c. CHWP 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 Attachment B, attached hereto. 4. CHWP PCPs will monitor the effects and side effects of psychotropic medications prescribed for those members whose psychiatric conditions are under their treatment. 5. Reimbursement to pharmacies for new psychotropic drugs classified as antipsychotics and approved by the FDA will be made through the Medi-Cal FFS system whether these drugs are provided by a pharmacy contracting with CHWP or by a FFS pharmacy.
<p>L. Laboratory, Radiological And Radioisotope Services</p>	<ol style="list-style-type: none"> 1. MHP or a Medi-Cal FFS mental health services provider needing laboratory, radiological, or radioisotope services for a Member when necessary for the diagnosis, treatment or monitoring of a mental 	<ol style="list-style-type: none"> 1. CHWP will cover and pay for medically necessary laboratory, radiological and radioisotope services when ordered by a MHP or a Medi-Cal FFS mental health services provider for the diagnosis,

	<p>health condition will utilize the list of CHWP contract providers.</p>	<p>treatment or monitoring of a mental health condition (and side effects resulting from medications prescribed to treat the mental health diagnosis) as described in Title 22, CCR Section 51311 and Attachment B, attached hereto.</p> <ol style="list-style-type: none"> 2. CHWP will coordinate and assist MHP or Medi-Cal FFS mental health provider in the delivery of laboratory radiological or radioisotope services. 3. A list of CHWP contracted providers is available online. 4. CHWP will provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services.
M. Grievances And Complaints	<ol style="list-style-type: none"> 1. MHP will share with CHWP the established process for members and providers to register grievances/complaints regarding any aspect of the mental health care services. 2. MHP and CHWP will work collaboratively to resolve any formal grievance or complaint brought to the attention of either plan. 	<ol style="list-style-type: none"> 1. CHWP has in place a written process for the submittal, processing and resolution of all member and provider grievances and complaints which is inclusive of any aspect of the health care services or provision of services. 2. CHWP liaison will coordinate and share the established complaint and grievance process for its Members with the MHP.
N. Appeal Resolution Process	<ol style="list-style-type: none"> 1. MHP will ensure that the Members and providers are given an opportunity for reconsideration and appeal for denied, modified or delayed services. 2. MHP will ensure that the Members receive specialty mental health services and prescription drugs while the dispute is being resolved. 	<ol style="list-style-type: none"> 1. CHWP will ensure that medically necessary services continue to be provided to Members while the dispute is being resolved. CHWP's appeal process will be shared with the MHP. 2. CHWP will ensure that Members and providers are given an opportunity for reconsideration and an appeal for denied, modified or delayed services.
O. MOU Monitoring	<ol style="list-style-type: none"> 1. MHP Liaison will meet with the CHWP Liaison to monitor this MOU quarterly and/or upon request. <ol style="list-style-type: none"> a. Within two weeks of a formal request, MHP Liaison will meet with CHWP Liaison when MHP or CHWP management identifies problems requiring resolution through the MOU. 	<ol style="list-style-type: none"> 1. Local CHWP liaison will meet with the MHP liaison to monitor this MOU quarterly and/or upon request. <ol style="list-style-type: none"> a. Within two week of a formal request, CHWP liaison will meet with the MHP liaison when the MHP or CHWP management identifies problems requiring resolution

	<p>b. MHP Liaison will be responsible for coordinating, assisting and communicating suggestions for MOU changes to the MHP leadership and CHWP.</p> <p>c. MHP Liaison will communicate and coordinate MOU changes to the State Department of Mental Health(DMH), MHP service providers and to CHWP and its providers.</p> <p>2. MHP Liaison will participate in an annual review, update and/or renegotiations with CHWP, as mutually agreed.</p> <p>3. MHP management will provide 60 days advance written notice to CHWP should the MHP decide to modify this MOU. Unless mandated by the Department of Mental Health directives, state mandated requirements and/or Federal guidelines.</p>	<p>through the MOU.</p> <p>b. CHWP liaison will be responsible for coordinating, assisting and communicating suggestions for MOU changes to CHWP and the MHP leadership.</p> <p>c. CHWP will coordinate and communicate MOU changes to the California Department of Health Care Services, MHP providers and CHWP network services providers.</p> <p>d. CHWP liaison will make a good faith effort to agree to resolutions that are in the best interest of Members and are agreeable to all parties involved.</p> <p>2. CHWP will conduct an annual review, update and/or renegotiations of this MOU as mutually agreed.</p> <p>3. CHWP management will provide 60 day advance written to MHP should CHWP decide to modify this MOU.</p>
<p>P. Dispute Resolution Process</p>	<p>1. When the MHP has a dispute with CHWP that cannot be resolved through the process set forth in "Section O. MOU Monitoring" to the satisfaction of the MHP concerning the obligations of the MHP or CHWP under this MOU, the MHP may submit a request for resolution to the State Department of Mental Health consistent with the provisions of 9 CCR 1850.505.</p> <p>2. The MHP shall give CHWP five (5) business days notice of intent to submit a request for resolution to the Department of Mental Health.</p> <p>3. The MHP shall, concurrent with submitting its request for resolution to the Department of Mental Health, provide CHWP with a copy of the information being provided the Department of Mental Health pursuant to 9 CCR 1850.505.</p>	<p>1. If CHWP has a dispute with the MHP that cannot be resolved through the process set forth in "Section O. MOU Monitoring" to the satisfaction of the CHWP concerning the obligations of the CHWP or the MHP under their respective contracts under this MOU, CHWP may submit a request for resolution to the State Department of Health Services consistent with the provisions of 9 CCR 1850.505.</p> <p>2. CHWP shall give the MHP five (5) business days notice of intent to submit a request for resolution to the Department of Health Care Services.</p> <p>3. CHWP shall, concurrent with submitting its request for resolution to the Department of Health Care Services, provide the MHP with a copy of the information being</p>

	<ol style="list-style-type: none"> 4. Members shall continue to receive medically necessary services, including specialty mental health services and prescription drugs, while any dispute between MHP and CHWP is being resolved. 5. When the dispute involves CHWP continuing to provide services to a Member who CHWP believes requires specialty mental health services from the MHP, the MHP shall identify and provide CHWP 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 CHWP provider responsible for the Member's care. 	<p>provided the Department of Health Care Services pursuant to 9 CCR 1850.505.</p> <ol style="list-style-type: none"> 4. Members shall continue to receive medically necessary services, including specialty mental health services and prescription drugs, while any dispute between MHP and CHWP is being resolved.
<p>Q. Protected Health Information</p>	<ol style="list-style-type: none"> 1. MHP 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 et. seq • CMIA (Ca Civil Code 56 through 56.37) 2. MHP will train its workforce in policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate to perform processes and functions within the scope of duties under this MOU. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be transmitted via email. Unsecured PHI will not be transmitted via email. 4. MHP will notify CHWP 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 	<ol style="list-style-type: none"> 1. CHWP will comply with Confidentiality of Medical Information Act [California Civil Code 56 through 56.37] the Patient Access to Health Records Act (California Health and Safety Code 123100, et seq) and the Health Insurance Portability and Accountability Act (Code of Federal Regulations Title 45 Parts 160 and 164). 2. CHWP will train its workforce in policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate to perform processes and functions within the scope of duties under this MOU. 3. CHWP will encrypt any data transmitted via Electronic Mail (Email) containing confidential data of Members such as PHI and Personal Confidential Information (PCI) or other confidential data to CHWP or anyone else including state agencies. 4. CHWP 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 of disclosure of data in violation of any applicable Federal and State laws and regulations.	actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.
--	----------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------

Included ICD-9 Diagnoses – All Places of Services Except Hospital Inpatient

295.00 – 298.9	302.8 – 302.9	311 – 313.82
299.1 – 300.89	307.1	313.89 – 314.9
301.0 – 301.6	307.3	332.1 – 333.99
301.8 – 301.9	307.5 – 307.89	787.6
302.1 – 302.6	308.0 – 309.9	

*Note: Treatment of diagnoses 332.1 – 333.99, Medication Induced Movement Disorders, is a covered service only when the Medication Induced Movement Disorder is related to one or more included diagnoses.

Medical Necessity For Specialty Mental Health Services That are the Responsibility
of the County Mental Health Plan

Must have all, A, B and C:

A. Diagnoses

Must have one of the following DSM IV diagnoses, which will be
The focus of the intervention being provided:

Included Diagnoses:

- Pervasive Development Disorders, except Autistic Disorder which is excluded.
- Attention Deficit and Disruptive Behavior Disorders
- Feeding & Eating Disorders of Infancy or Early Childhood
- Elimination Disorders
- Other Disorders of Infancy, Childhood or Adolescence
- Schizophrenia & Other Psychotic Disorder
- Mood Disorders
- Anxiety Disorders
- Somatoform Disorders
- Factitious Disorders
- Dissociative Disorders
- Paraphilias
- Gender Identify Disorders
- Eating Disorders
- Impulse-Control Disorders Not Elsewhere Classified
- Adjustment Disorders
- Personality Disorders, excluding Antisocial Personality Disorder
- Medication-Induced Movement Disorders (related to other included diagnoses).

B. Impairment Criteria

Must have one of the following as a result of the mental disorder(s)
identified in the diagnostic (“A”) criteria; must have *one* – 1, 2 or 3:

1. A significant impairment in an important area of life functioning, or
2. A probability of significant deterioration in an important area of life functioning, or
3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate.

Children covered under EPSDT qualify if they have a mental disorder which can be corrected or ameliorated (current DHS EPSDT regulations also apply).

C. Intervention Related Criteria

Must have *all* - 1, 2 and 3 below:

1. The focus of proposed intervention is to address the condition identified in impairment criteria “B” above, *and*
2. It is expected the beneficiary will benefit from the proposed intervention by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning, and/or for children it is probable the child will progress developmentally as individually appropriate (or if covered by EPSDT can be corrected or ameliorated), *and*
3. The condition would not be responsive to physical health care based treatment.

Excluded Diagnoses:

- Mental Retardation
- Learning Disorder
- Motor Skills Disorder
- Communications Disorder
- Autistic Disorder, Other Pervasive Developmental Disorders are included.
- Tic Disorders
- Delirium, Dementia, and Amnesic and Other Cognitive Disorders
- Mental Disorders Due to a General Medical Condition
- Substance-Related Disorders
- Sexual Dysfunction
- Sleep Disorders
- Antisocial Personality Disorder
- Other Conditions that may be a focus of clinical attention, except Medication induced Movement Disorders which are included.

A beneficiary may receive services for an included diagnosis when an excluded diagnosis is also present.

4. EPSDT beneficiaries with an included diagnosis and a substance related disorder may receive specialty mental health services directed at the substance use component. The intervention must be consistent with, and necessary to the attainment of, the specialty MH treatment goals.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 19

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Ratification of Amendment #1 to Contract with California Indian Legal Services

DEPARTMENTAL RECOMMENDATION:

Recommend Board ratify Amendment Number One to the contract with California Indian Legal Services (CILS) for the provision of legal services to older adults eligible for services through the Eastern Sierra Area Agency on Aging (ESAAA), modifying the Scope of Work to authorize legal educational presentations on designated topics; contingent upon the Board's adoption of the future budgets, and authorize the Chairperson to sign the amendment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

California Indian Legal Services (CILS) requested to be allowed to provide group educational presentations at regional senior centers on topics previously requested by our older adults served through ESAAA. This would be in lieu of multiple individual client meetings on individual legal concerns. This requested change in the Scope of Work provides a more realistic service menu for the total annual contract amount of just over \$19,600. CILS otherwise will need to terminate their contract with the County for services, as the total dollar amount simply is inadequate to provide individual legal counsel to seniors across the Inyo-Mono geographical region.

CILS has been a reliable, respected contractor for many, many years serving our older adults. Our senior citizens seem to value working with CILS staff. HHS administration has appreciated a very positive professional relationship with them, as well.

ALTERNATIVES:

Board could choose not to ratify the contract, thus requiring ESAAA to either release a new RFQ for legal services, provide those services by County legal staff, or find some other such alternative to provide some required minimum level of legal assistances to older adults in the Eastern Sierra region.

OTHER AGENCY INVOLVEMENT:

California Department of Aging (CDA); County of Mono

FINANCING:

This funding is 100% Federal IIIB funds from CDA. This expense is currently budgeted in ESAAA (683000) in Professional Services (5265) and will be budgeted in ESAAA in future years. No County General Funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date: <u>09/01/2014</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> <i>[Signature]</i> Approved: <u>yes</u> Date: <u>9/8/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
BUDGET OFFICER: <i>Personnel Director</i>	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> <i>[Signature]</i> Approved: <input checked="" type="checkbox"/> Date: <u>9/15/14</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner Date: 9-16-14

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
California Indian Legal Services
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and California Indian Legal Services, of Escondido, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated May 7, 2013, on County of Inyo Standard Contract No. 118, for the term from April 8, 2013 to June 30, 2016.

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

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

County and Contractor hereby amend such Agreement as follows:

Attachment A – Scope of Work shall be replaced with the following language:

Contractor will provide access, at no cost, to legal assistance supervised or provided by a California licensed attorney in good standing, for the benefit of Inyo and Mono County's residents, aged 60 and over, in compliance with the Older American Act, Older Californian's Act, and County of Inyo requirements. Such assistance may be provided by law students, paralegals, paralegal interns, attorneys not licensed in California, and lay advocates under the direct supervision of a California licensed attorney. As required by the California Statewide Guidelines for Legal Assistance prepared by the California Department of Aging (CDA), Contractor shall:

General Terms

A. "Legal Assistance" provided by Contractor shall include but not be limited to:

1. Provide legal education presentations and workshops at local Senior Citizen Centers and other senior community venues throughout Inyo and Mono Counties. Presentations and workshops will be targeted to issues identified under the current Four-Year Plan, including but not limited to:
 - a. Wills, trusts and estate planning
 - b. Powers of attorney
 - c. Advance Health Directives
 - d. Individual/Privacy Rights vis-a-vis Adult Children
 - e. Elderly Abuse
 - f. Consumer Protection
 - g. Debt Collection
 - h. Housing Rights

2. Dissemination of legal materials on the areas subject areas described above and "self-help" empower elder clients to protect their rights.
3. Develop and make available to elderly clients' private attorney referral lists, both in and outside the service area, that specialize in legal issues pertinent to client's legal needs.
4. Develop and make available to elderly clients' local and statewide legal support services that can address specific client issues and needs.
5. Publicize through local news sources elder "Alerts" on issues impacting seniors such areas as fraudulent "scams" that pry on the elderly.

B. In the provision of Legal Assistance the Contractor shall:

1. Recognize that the Legal Assistance program is part of a continuum of care and will coordinate with ESAAA and other aging programs to economize costs and develop systems for greatest impact.
2. Utilize all ESAAA legal services, as necessary, (e.g., Ombudsman, caregiver, etc.)
3. Empower older adults to secure their own rights.
4. Consider outcomes and target resources to achieve outcomes that make a difference in the lives and well-being of disadvantaged or vulnerable older persons.
5. Balance coordination with local needs and situations.
6. Seek to reach concurrence with ESAAA annually on the local legal service's needs, issue area priorities and identification of target populations.
7. In partnership with ESAAA, solicit and consider the views of older people to determine priority legal areas.
8. When necessary, provide or refer clients to effective, high quality administrative and judicial representation. Contractor shall maintain a written Referral Plan which specifies how referrals, including fee-generating cases, will be distributed to the private bar including groups within the private bar furnishing services to older individuals on a pro bono or reduced fee basis.
9. Utilize funds received from ESAAA to maintain or increase, to the extent practicable, the level of legal assistance furnished to eligible individuals. Funds will not be used to supplant funds from other federal or non-federal sources.
10. As required by the Older Americans Act, not condition access to the provision of services solely on the older individual's level of income or resources. However, Contractor may question the client about financial circumstances as part of the process of providing legal advice, counsel and representation, and also for the purpose of identifying additional financial resources to which the client may be entitled, and to assist in targeting Contractor's resources.
11. Have ready access for Contractor's staff: relevant U.S. Code and Code of Federal Regulations, local laws and regulations; relevant California laws, regulations and rules and other relevant information. California Department of Aging (CDA) Program Memo 08-10 (P) is attached and, by reference, is included in this Agreement.
12. Have written procedures for case intake, acceptance and rejection.
13. Maintain confidentiality in accordance with relevant law and professional codes.
14. Inform clients or prospective clients of the mechanism for filing complaints or grievances about the operation of the Legal Assistance program.
15. Develop and follow a protocol and a program policy for referral of fee generating cases consistent with the Older Americans Act.

16. Ensure that neither Contractor's staff nor volunteers take on, as private cases for a fee, clients who seek assistance from Contractor for that same matter.
17. Ensure legal assistance staff attend (in person or via online) at least one training per year relevant to the subject areas of legal assistance provided.
18. Ensure compliance with ethical guidelines as outlined in CDA's California Statewide Guidelines for Legal Assistance.
19. Comply with all CDA and ESAAA reporting requirements, as outlined in attached CDA Program memo 08-10(P), and in coordination with the ESAAA Director or her designee.

Terms for Coordination with Long-Term Care Ombudsman

The California Department of Aging (CDA) requires an agreement for coordination between the Contractor for legal services and the local Long-Term Care Ombudsman Program. This section shall serve as that agreement with the ESAAA Long-Term Care Ombudsman Program.

Conflict of Interest:

Contractor shall be free from conflicts of interest, as outlined in Section 19 of this Agreement, and as outline in all relevant State law. Further, pursuant to the By-laws of the ESAAA Advisory Council, Contractor may not be a member of that Advisory Council for the duration of this contract period.

Provision of Legal Advice:

Contractor shall not provide legal advice to the Long-Term Care Ombudsman Program staff such of legal services shall be provided by the Office of Inyo County Counsel.

Certification Regarding Lobbying

Contractor certifies to the best of his/her knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, or to any person for influencing or attempting to influence an officer or employee of any agency, a member, their employee, office or employee of Congress in connection with the awarding of any federal contract, the making of any federal loan or grant, the entering into or extension of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with instructions.

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

Annual Re-Negotiation of Contract Terms

No later than May of each year, County and Contractor shall review and re-negotiate renewal terms of this Agreement for each subsequent year of the 2012-2016 period identified in the original Request for Qualifications.

The effective date of this Amendment to the Agreement is _____.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
California Indian Legal Services
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Dorothy Aither
Signature

Dorothy Aither
Type or Print

Dated: 8-8-14

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

ATTACHMENT A

AND **AGREEMENT BETWEEN COUNTY OF INYO**
California Indian Legal Services
FOR THE PROVISION OF Legal Assistance **SERVICES**

TERM:

FROM: April 8, 2013 TO: June 30, 2016

SCOPE OF WORK:

Contractor will provide access, at no cost, to legal assistance by a California licensed attorney in good standing, for the benefit of Inyo and Mono County's residents, aged 60 and over, in compliance with the Older American Act, Older Californian's Act, and County of Inyo requirements. Such assistance may be provided by law students, paralegals, paralegal interns, attorneys not licensed in California, and lay advocates under the direct supervision of a California licensed attorney. As required by the California Statewide Guidelines for Legal Assistance prepared by the California Department of Aging (CDA), Contractor shall:

General Terms

1. target services to those in greatest social or economic need, disadvantaged or vulnerable older adults. Examples of such groups to be considered to receive priority for legal assistance services include older adults who are:
 - a. Homebound
 - b. Long-term care residents
 - c. Without access to transportation
 - d. Living alone with no support
 - e. Experiencing chronic health problems
 - f. Abused
 - g. Deaf/hearing impaired
 - h. Immigrants
 - i. Limited English proficiency
 - j. People with mental or physical disabilities
 - k. Grandparents caring for grandchildren
2. recognize that the Legal Assistance program is part of a continuum of care and will coordinate with the Eastern Sierra Area Agency on Aging (ESAAA) and other aging programs to economize costs and develop systems for greatest impact.

3. address all ESAAA legal services, as necessary, (e.g., Ombudsman, caregiver, etc.)
4. empower older adults to secure their own rights.
5. protect against threat/loss of basic and essential civil rights (e.g., shelter, health care, income, personal and economic security).
6. consider outcomes and target resources to achieve outcomes that make a difference in the lives and well-being of disadvantaged or vulnerable older persons.
7. balance coordination with local needs and situations.
8. address locally prioritized substantive legal issues as identified through the planning process for the current Four-Year Plan, including but not limited to:
 - a. Wills, trusts and estate planning
 - b. Powers of attorney
 - c. Advance Directives
 - d. Individual/Privacy Rights vis-à-vis Adult Children
9. Seek to reach concurrence with ESAAA annually on the local legal services needs, issue area priorities and identification of target populations.
10. In partnership with ESAAA, solicit and consider the views of older people to determine priority legal areas.
11. When necessary, provide or refer clients to effective, high quality administrative and judicial representation. Contractor shall maintain a written Referral Plan which specifies how referrals, including fee-generating cases, will be distributed to the private bar including groups within the private bar furnishing services to older individuals on a pro bono or reduced fee basis.
12. Utilize funds received from ESAAA to maintain or increase, to the extent practicable, the level of legal assistance furnished to eligible individuals. Funds will not be used to supplant funds from other federal or non-federal sources.
13. As required by the Older Americans Act, not condition access to the provision of services solely on the older individual's level of income or resources. However, Contractor may question the client about financial circumstances as part of the process of providing legal advice, counsel and representation, and also for the purpose of identifying additional financial resources to which the client may be entitled, and to assist in targeting Contractor's resources as required by the Agreement in #1 above.
14. Have ready access for Contractor's staff: relevant U.S. Code and Code of Federal Regulations, local laws and regulations; relevant California laws, regulations and rules and other relevant information. California Department of Aging (CDA) Program Memo PM 08-10 (P) is attached and, by reference, is included in this Agreement.
15. Have written procedures for case intake, acceptance and rejection.
16. Maintain confidentiality in accordance with relevant law and professional codes.
17. Inform clients or prospective clients of the mechanism for filing complaints or grievances about the operation of the Legal Assistance program.
18. Develop and follow a protocol and a program policy for referral of fee generating cases consistent with the Older Americans Act.
19. Ensure that neither Contractor's staff nor volunteers take on, as private cases for a fee, clients who seek assistance from Contractor for that same matter.
20. Ensure legal assistance staff attend at least one training per year relevant to the subject areas of legal assistance provided.
21. Ensure compliance with ethical guidelines as outlined in CDA's California Statewide Guidelines for Legal Assistance.

22. Comply with all CDA and ESAAA reporting requirements, as outlined in attached CDA Program Memo PM 08-10(P), and in coordination with the ESAAA Director or her designee.

Terms for Coordination with Long-Term Care Ombudsman

The California Department of Aging (CDA) requires an agreement for coordination between the Contractor for legal services and the local Long-Term Care Ombudsman Program. This section shall serve as that agreement with the ESAAA Long-Term Care Ombudsman Program.

Conflict of Interest:

Contractor shall be free from conflicts of interest, as outlined in Section 19 of this Agreement, and as outline in all relevant State law. Further, pursuant to the By-laws of the ESAAA Advisory Council, Contractor may not be a member of that Advisory Council for the duration of this contract period.

Provision of Legal Advice:

Contractor shall not provide legal advice to the Long-Term Care Ombudsman Program staff who shall be provided legal services by the Office of Inyo County Counsel.

Procedures for Referral:

Contractor may provide direct legal assistance to residents of long-term care (LTC) facilities where the clients are otherwise eligible and services are appropriate.

For such LTC clients in need of more extensive legal assistance, referral procedures shall be included in Contractor's written Referral Plan required for all legal assistance referrals, in General Terms, #11 above.

Certification Regarding Lobbying

Contractor certifies to the best of his/her knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, or to any person for influencing or attempting to influence an officer or employee of any agency, a member, their employee, office or employee of Congress in connection with the awarding of any federal contract, the making of any federal loan or grant, the entering into or extension of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement,, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with instructions.

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

Annual Re-Negotiation of Contract Terms

No later than May of each year, County and Contractor shall review and re-negotiate renewal terms of this Agreement for each subsequent year of the 2013-2016 period identified in the original Request for Qualifications.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND California Indian Legal Services
FOR THE PROVISION OF Legal Assistance SERVICES**

TERM:

FROM: April 8, 2013 TO: JUNE 30, 2016

SCHEDULE OF FEES:

FY 2012-2013 = \$ 6,000
FY 2013-2014 = \$19,632
FY 2014-2015 = \$19,632
FY 2015-2016 = \$19,632

Total Contract amount for April 8, 2013 – June 30, 2016 not to exceed \$64,896. Contractor will submit an invoice for the actual monthly expenditures and ESAAA will reimburse based on the actual expenditures up to the maximum monthly amount (1/7 of the total annual contract amount for FY 12/13 and 1/12 of the total annual contract amount for future fiscal years). If Contractor's expenses are either less than or over the monthly maximum, those differences may be reconciled with future months' funds, within the same fiscal year, so long as the Contractor is continuing to provide services pursuant to this contract within those same future months. Notwithstanding paragraph 3.E., the monthly invoice shall be submitted by Contractor to the ESAAA administrative services contractor (Inyo County) by the tenth (10th) of the month following the end of the month for services delivered in the previous month, and shall be paid by ESAAA by the end of the month after the monthly invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice.

ESAAA will pay Contractor as follows:

Contractor will submit monthly statements, which indicate the hours worked by staff pursuant to the work in Attachment A. Said monthly statements shall include a summary of hours of attorney.

Hourly rates includes:

- Attorney hourly rate: \$120.00
- Paralegal/law clerk hourly rate \$65.00

Contractor will provide 10% cash and/or in-kind match to total contract amount annually.

Contractor may accept voluntary contributions from clients served, but such contributions may not be required, nor requested in any manner that could be perceived as coercive.

Upon receipt of statement ESAAA will issue check to Contractor.

1. Contractor will provide a budget to ESAAA that includes funding for the entire Legal Services program, not just the portion funded with California Department of Aging (CDA) funds. The budget must identify all Federal, State, Match, Non-Match, Program Income, Direct and Indirect Costs, for the entire program.
2. By July 30, 2013, Contractor shall submit a year-end closeout, which identifies ESAAA funds received, and the disposition of those funds. The closeout report must identify all Federal, State,

Match, Non-Match, Program Income, Direct and Indirect Costs, for the entire program, not only the CDA funds that were received. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the 8% maximum may be budgeted as in-kind and used to meet the minimum matching requirements. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs. The amount of the contract shall be specifically identified in Contractor's audit report, a copy of which shall be furnished to ESAAA annually after the audit has been completed.

3. Contractor must be able to document that funds granted under this agreement were spent in accordance with applicable laws, regulations and conditions cited in ESAAA contract AP 1213-16 with the California Department of Aging, and future contracts, which are incorporated herein by reference. Documentation should verify revenue expenditure, project income and matching amounts reported on monthly and year-end financial reports submitted to ESAAA.
4. Program materials (such as purchase of elder law publications, brochure printing, etc.) directly related to senior services may be charged to ESAAA; total not to exceed \$250 in the contract.

Contingent upon continued funding from CDA.

Definitions:

Matching Contributions mean 10% local cash and/or in-kind contributions by the Contractor, or other local resources that qualify as match for the contractor funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.
3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars.

In-kind Contributions mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.)

Non-Matching Contributions mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.)

Program Income means revenue generated by the Contractor from contract-supported activities. Program income is:

1. Voluntary contributions received from a participant or responsible party as a result of services.
2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
3. Royalties received on patents and copyrights from contract-supported activities.
4. Proceeds from sale of items fabricated under a contract agreement.

Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

Eligible Service Population for Title III (except for Title III E) means individuals 60 years of age or older, with emphasis on those in economic and social needs with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND California Indian Legal Services
FOR THE PROVISION OF Legal Assistance SERVICES**

TERM:

FROM: April 8, 2013

TO: JUNE 30, 2016

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

- Mileage
<http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>
- Per Diem (meals and incidentals) –
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
- Lodging
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Inyo County Superintendent of Schools Contract FY 2014-15 for an Extended Day Program

DEPARTMENTAL RECOMMENDATION:

Request Board to ratify, approve and sign the contract between the County of Inyo and Inyo County Superintendent of Schools for an Extended Day Program for the period of July 1, 2014 to June 30, 2015 in an amount not to exceed \$21,227.00, and authorize the Chairperson to sign contingent on the adoption of the Fiscal Year 2014-15 Budget. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent upon receipts from the California State Controller's Office.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Board of State and Community Corrections (BSCC) formerly Corrections Standards Authority has approved Inyo County's FY2014-15 Application for Juvenile Justice Crime Prevention Act (JJCPA) continuation funding. The total estimated allocation for FY 2014-15 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 40% is provided to the Inyo County Superintendent of Schools for an extended day program, the remaining 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program.

Funds from the Schiff-Cardenas Crime Prevention Act will assist the County Community School in providing an extended day for the students to include behavioral, vocational and social skills training.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from the Inyo County Superintendent of Schools regarding their extended day program. This information is used by the Probation Department to complete its annual reporting to BSCC.

ALTERNATIVES:

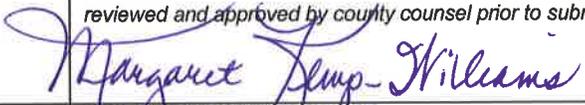
The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

OTHER AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools.

FINANCING:

The Revenue and Expenditure has been budgeted in the Fiscal Year 2014-15 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4499, Expenditure: Professional Services Object Code 5265.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>09/23/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9/24/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 9/30/14

Attachment: Contract No. 116

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools FOR THE PROVISION OF
Extended Day Program SERVICES**

TERM:

FROM: 07/01/14 TO: 06/30/15

SCOPE OF WORK:

In order to be in compliance with State mandated reporting requirements, all participants of the Inyo County Superintendent of Schools/Extended Day Program must be tracked and reported on a semester basis the following information:

- 1) the date the Student entered the Program
- 2) the date the Student completed the Program
- 3) the grade level of the Student when they entered into the Program
- 4) the Student's grade point average at the end of the first and second semesters
- 5) how many school days the Student was in the program
- 6) did the Student graduate
- 7) what school did the Student attend prior to enrolling at JKBS
- 8) if a Student attended both the 2013/2014 and 2014/2015 school years, what was the Student's ending grade point average for the 2013/2014 school year

The Inyo County Superintendent of Schools/Extended Day Program must submit reports containing the information listed above to the Inyo County Probation Department within thirty (30) days after the end of each semester.

Aide Services—Extending the School Day

The Juvenile Justice Grant allows the school to extend its day from four hours to a seven hour program. The grant helps to fund Belinda Tackett. Mrs. Tackett works as a full time teachers' aide. In the mornings, Mrs. Tackett works with the high school math classes, assisting with the California High School Exit Exam (CAHSEE). Most of the students at the Jill Kinmont Boothe School (JKBS) are in need of passing the CAHSEE and some of the older students, fresh out of Keith Bright School, transition skills to reenter the comprehensive high school. By assisting in these areas, she is helping to open up more opportunities for success for these students. As our middle school class has grown this past school year, Mrs. Tackett has become the afternoon aide for the younger students. She also helps prepare lunch and assists with supervising students during their lunch and break times.

School Uniforms—Focusing on Academics

The students at JKBS are required to wear uniforms to school which are funded by the Juvenile Justice grant. The school provides the students with 2 polo shirts and 1 sweatshirt. The students are expected to wear the uniform every day, failure to do so can result in disciplinary action. The theory behind the uniforms is that it will help foster professional dress and grooming practices as well as pride in their appearance. While the students are opposed to the uniforms, as expected, our hope is this will serve as motivation to return to their regular comprehensive high school where an open dress policy exists. Recently, we have added a washer and dryer on-campus because we find so many youth wearing the uniforms, jeans and tennis shoes which have not been washed in ages. Therefore, we teach students the process of washing their clothes. Furthermore, we often use the school showers to provide our homeless or disadvantaged youth a hot shower.

ATTACHMENT A
SCOPE OF WORK (Continued):

Closed Campus—Continuing Our Focus on Academics

JKBS is a closed campus. During previous school years there had been a problem with students using drugs/alcohol/tobacco during the school day. In order to eliminate this issue, students are not allowed to leave the grounds during the school day. Students are given a short 20 minute break to eat their lunch which provides an additional 25 minutes per day of instruction (85 hours over the course of the year).

Dial-a-Ride—Insuring School Attendance

Because JKBS does not have a traditional school bus, Inyo County Superintendent of Schools contracts with Eastern Sierra Transit to provide student transportation. Students who present their student identification card can ride to school and home each day from scheduled stops and at scheduled times. This is the only way many of our students are able to get to and from school. This service improves student attendance and is funded by the Juvenile Justice grant.

Drug Dogs—Insuring a Drug-free Campus

Beginning with the 2009/10 school year, Inyo County Superintendent of Schools, along with several other districts in the county, began contracting with Interquest to have drug sniffing dogs come to the school. JKBS has four random visits from the dogs, funded by the Juvenile Justice grant, throughout the school year. The students sit through a presentation about the dog program and are aware that they can visit campus at any time. The students are familiarized with the practices and procedures for a search. The students are put on notice that they can be effectively searched at any time and that JKBS does not tolerate drugs or alcohol on campus.

Greenhouse—Teaching Business Skills to At-Risk Youth

JKBS is fortunate to have a large greenhouse on campus. Students earn some of their science credits by participating in the greenhouse project. Twice a year the school holds a plant sale and invites the community. Students are responsible for cultivating the plants for sale. This project helps to promote a more positive image within the community and provides students practical business skills from marketing to creating a budget. The Juvenile Justice grant provided start-up funds to stock the greenhouse as future plant sales continue to provide on-going funds.

Breakfast and Lunch Program--- Insuring a Fed Brain

Many of the JKBS youth attend school without having breakfast. The Juvenile Justice grant provides foodstuffs for breakfasts every day--- hot oatmeal, and fruit juice. For those who are not able to bring a lunch (homeless or poverty stricken) we always keep a supply peanut butter and jelly sandwiches and milk on-hand.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Inyo County Superintendent of Schools FOR THE PROVISION OF
Extended Day Program SERVICES**

TERM:

FROM: 07/01/14 TO: 06/30/15

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County shall pay the Contractor on a quarterly basis, for the performance of work described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

At the end of the contract period, the Contractor shall report to County the number of months during the contract period during which the Extended Day Program operated. The program shall have operated for six (6) months of the contract period for Contractor to qualify for the full/estimated annual Twenty-one Thousand Two Hundred Twenty-seven and No/100 Dollars (\$21,227.00) fee. If the program does not operate for six (6) months during the contract period, Contractor shall reimburse County in proportion of the six (6) month period during which the Extended Day Program did not operate.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

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

FROM: Jeffrey L. Thomson, Chief Probation Officer

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Healthy Communities of Southern Inyo County Contract FY 2014-15 for Delinquency Prevention Program

DEPARTMENTAL RECOMMENDATION:

Request Board to ratify, approve and sign the contract between the County of Inyo and Healthy Communities of Southern Inyo County for a Delinquency Prevention Program for the period of July 1, 2014 to June 30, 2015 in an amount not to exceed \$31,840.00, and authorize the Chairperson to sign contingent on the adoption of the Fiscal Year 2014/15 Budget. This contract amount is based entirely on forecasting of revenues from the Vehicle Licensing Fee (VLF) for this fiscal year and contingent upon receipts from the California State Controller's Office.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Board of State and Community Corrections (BSCC) formerly Corrections Standards Authority has approved Inyo County's FY2014-15 Application for Juvenile Justice Crime Prevention Act (JJCPA) continuation funding. The total estimated allocation for FY 2014-15 is \$53,067. The actual allocation received is contingent upon Legislative authorization and the appropriation of funds. Of the total, 60% is provided to Healthy Communities of Southern Inyo County for a delinquency prevention program, the remaining 40% is provided to the Inyo County Superintendent of Schools for an extended day program.

Healthy Communities provides constructive activities and programs of interest to all community youth, including those "at risk", that build self-esteem, good character and those that enhance job skills. Healthy Communities continues to find creative ways to keep youth from engaging in inappropriate behavior or illegal activities.

Monies are only distributed upon receipt from the California State Controller's Office. In return, the Probation Department requires minimal information from Healthy Communities of Southern Inyo County regarding their delinquency prevention program. This information is used by the Probation Department to complete its annual reporting to BSCC.

ALTERNATIVES:

The money could be returned to the Board of State and Community Corrections. The Board of Supervisors could refuse to approve the contract and the money would automatically be returned. This is not recommended.

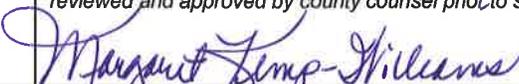
OTHER AGENCY INVOLVEMENT:

Healthy Communities of Southern Inyo County.

FINANCING:

The Revenue and Expenditure has been budgeted in the Fiscal Year 2014-15 Probation Department Budget Unit 023000, Revenue: State Other Object Code 4499, Expenditure: Professional Services Object Code 5265.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
	 Approved: <u>Yes</u> Date <u>09/23/2014</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)
	 Approved: <u>yes</u> Date <u>9/25/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 9/30/14

Attachment: Contract No. 116

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE PROVISION OF
DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: 07/01/14 TO: 06/30/15

SCOPE OF WORK:

Contractor is to maintain the Healthy Communities Program Coordinator position to increase the number of youth who are served by the Program. The Program Coordinator shall function in full-time capacity for twelve (12) months of the contract period.

Healthy Communities Program Coordinator must;

- Function as a full-time (40 hours/week) position.

The Healthy Communities Program Coordinator may also:

Create and schedule Healthy Communities events, supervise program assistants and volunteers in carrying out Healthy Communities events, run events in the absence of program assistants or volunteers; work with individuals in the community to assess and address needs of youth and adults in the community and enact programs to address those needs; work to increase the number of youths served by Healthy Communities; establish partnerships with other organizations having the same goals and work with them to better serve the community; maintain Healthy Communities program budget and coordinate program fund raising through donations, grants and other revenue generating activities; act as liaison to other civic groups to keep them informed of upcoming Healthy Communities activities and coordinate publicity for events; report to the Healthy Communities Board on all aspects of Healthy Communities programs; and, run monthly Healthy Communities meetings and keeps meeting minutes.

Distributions of JJCPA funds are *contingent* on the following reporting requirements as follows:

- 1) in order to be in compliance with State mandated reporting requirements, the following information, at a minimum, must be reported to the County:
 - a) Date of Event
 - b) Name of Event, using a consistent name or acronym throughout the reporting fiscal year (July through June)
 - c) Attendee's first and last name.
 - d) Attendee's age, listed in one (1) of three (3) categories: 0-9, 10-19, and 20 and older.

ATTACHMENT A

Scope of Work Continued:

- 2) Healthy Communities is to report the information using an Microsoft Excel spreadsheet, spreadsheet is provided electronically, and each month reported is to be complete, meaning all events that occur in one month are to be included on one spreadsheet, no incomplete or partial months are to be reported.
- 3) It is *preferred* that Healthy Communities *report monthly*, due by the 15th of the following month; however, at the minimum quarterly, due by the 15th of the month following the quarter. The quarters are specified as:
 - a) Quarter 1 (July, August, September)
 - b) Quarter 2 (October, November, December)
 - c) Quarter 3 (January, February, March)
 - d) Quarter 4 (April, May, June)



ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND HEALTHY COMMUNITIES OF SOUTHERN INYO COUNTY FOR THE PROVISION OF
DELINQUENCY PREVENTION SERVICES**

TERM:

FROM: 07/01/14 TO: 06/30/15

SCHEDULE OF FEES:

Notwithstanding paragraph 3.E., the County may pay the Contractor on a quarterly basis for the performance of work and in accordance with the report information schedule as described in Attachment A, contingent upon receipts from the California State Controller's Office. The estimated annual receipt is Thirty-one Thousand Eight Hundred Forty and No/100 Dollars (\$31,840.00), an estimate based entirely on the forecasting of Vehicle License Fee (VLF) revenues.

The program coordinator shall have full-time duties for twelve (12) months of the contract period for the Contractor to qualify for the full fee of the estimated Thirty-one Thousand Eight Hundred Forty and No/100 Dollars (\$31,840.00). If the program coordinator does not serve in full-time capacity for twelve (12) months during the contract period, the Contractor shall reimburse the County in proportion to the portion of the twelve (12) month period during which the position was not a full-time position.





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

22

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for
 Closed Session
 Informational

FROM: Lone Pine Airport

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Approve and ratify payment of reimbursement invoices to Owenyo Services for stored fuel at Lone Pine Death Valley Airport

DEPARTMENTAL RECOMMENDATIONS:

1. Recommend that your Board approve and ratify payment of 2 invoices totaling \$14,149.19 to Owenyo Services for reimbursement of Jet A and 100 LL fuel that was left in the fuel tanks located at the Lone Pine Death Valley Airport when Inyo County took over the Airport operations on July 1, 2014.

SUMMARY DISCUSSION:

When County of Inyo assumed ownership of the Lone Pine Death Valley Airport operations and Owenyo Services effective July 1, 2014, there was 1,641 gallons of Jet-A fuel totaling \$7622.28 and 1,223 gallons of 100 LL fuel totaling \$6526.91 remaining in the Airport storage tanks for a total of \$14,149.19. Owenyo Services originally purchased the fuel. The County has since sold and realized revenue for that fuel. We are requesting your Boards approval and ratification of the 2 payments made to reimburse Owenyo Services for their original fuel purchase.

ALTERNATIVES:

The Board could choose not to approve the ratification. This is not recommended, as the fuel was already purchased by Owenyo Services and has since been sold by Inyo County.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's office

FINANCING:

These invoices will be paid from the Lone Pine Death Valley Airport budget 150500, object code 5361 fuel, oil and water for resale, from budget year 2014-2015. There is sufficient budget in this object code to make these payments.

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
Margaret Kemp Williams Approved: Date *09/23/14*

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
[Signature] Approved: *yes* Date *9/29/14*

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: *9/29/14*
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

23

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Request to fill (2) two vacant Deputy Sheriff positions and (1) one Correctional Officer position

DEPARTMENTAL RECOMMENDATION:

Request the Board find that consistent with the adopted Authorized Review Policy:

- 1) The availability of funding for these requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
- 3) Approve the open recruitment and hiring of (2) two Deputy Sheriff positions (Range 67SA-SC \$4,107 – \$5,510) and authorize up to the D step for a qualified lateral applicant.
- 4) If no qualified lateral applicants apply, authorize the closed county recruitment and hiring of (2) two Deputy Sheriff positions (Range 67SA-SC \$4,107 – \$5,510)
- 5) Approve the hiring for (1) Correctional Officer position (Range 64 \$3,735-\$4,539 eff. Nov. 6, 2014 per MOU)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On August 12, 2014, your Board approved the Sheriff's Office to promote (1) one Corporal to the rank of Sergeant and (3) three Deputy Sheriffs promote to the rank of Corporal. In addition, (1) Deputy Sheriff resigned. This has left a vacancy of (4) four Deputy positions. We are currently authorized to fill (2) of the existing vacancies and have candidates in the background process for those positions. We request that your board authorizes, pursuant to the candidate qualifications and experience, the hiring of (2) two qualified lateral candidates up to the D step, or an internal and open recruitment for entry level applicants. Hiring of these (2) two additional Deputy positions will fall within the Sheriff's current authorized strength.

Additionally, in September 2014, we had a Correctional Officer resign. The Sheriff's Office has a recently established list of applicants and has candidates in the background process for this position. The hiring of this Correctional Officer position will fall within the Sheriff's current authorized strength.

ALTERNATIVES:

Deny the filling of (2) two Deputy Sheriff positions and the (1) one Correctional Officer position.

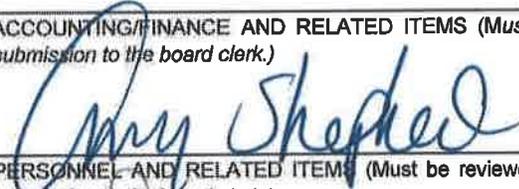
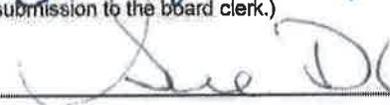
OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's office

FINANCING:

These Deputy positions are currently budgeted in the Board approved 2014-2015 Sheriff's Safety budget 022710.

The Correctional Officer position is currently budgeted in the Board approved 2014-2015 Jail General budget (022900).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date 10/1/14
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date 10/1/14

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10-1-14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

24

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Acceptance and use of COPS (AB3229) Funds

DEPARTMENTAL RECOMMENDATION:

Request Board:

- A) conduct a public hearing to gather input regarding the intended use for the "Citizen's Option for Public Safety" (COPS) monies received during FY 2013-2014;
- B) request your Board accept and approve the use of COPS monies for equipment and programs that are necessary to support the needs of frontline law enforcement;
- C) conduct a public hearing to gather input regarding the intended use for the "Citizen's Option for Public Safety" (COPS) monies received during FY 2014-2015;
- D) request your Board accept and approve the use of COPS monies for equipment and programs that are necessary to support the needs of frontline law enforcement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

COPS funding received from the State is earmarked to augment frontline law enforcement services and support. It is the intent of the Sheriff's Department to utilize these funds to purchase equipment and fund additional patrol efforts and programs for the communities within Inyo County. We are requesting the two public hearings to cover FY 2013-2014 & FY 2014-2015. COPS funds have been used in the past for purchase of in-car & body cameras, safety equipment, computer software for records management, personnel, gloves, tasers & radio equipment. COPS funding has assisted the Sheriff's Department for several years and is vital for rural law enforcement. During FY 2013-2014, COPS money expenditures we requested approval from the Board were from previous year allocations. To date, we have not spent any of the 2013-2014 COPS allocation. We are in the process of compiling a list of items the department would like to purchase which will use the balance of 2012/13 funding(which must be expended by 6/30/15), and possibly some 2013/14 funding. We will bring those lists back to the Board for approval at another time.

ALTERNATIVES:

To not accept the COPS funding and seek funding for equipment and find a different use for it under the guidelines of AB3229

OTHER AGENCY INVOLVEMENT:

Auditors for disbursement of funds.

FINANCING:

2013-2014 COPS funds received will have to be spent by June 30, 2016. We received \$82,332.55 in 2013-2014. 2014-2015 COPS funds received will have to be spent by June 30, 2017. We anticipate receiving \$100,000 for FY 2014/2015. Amount received will need to be expended by June 30, 2017. The money is received by the Auditor's office and held until we request approval by the board of Supervisors to spend. At that time, we would request an amendment to the Sheriff's budget for both revenue and expenditures if necessary.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>9-19-14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

9-22-14



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

25

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Distribution of FY 2012-2013 C.O.P.S. (AB 3229) funding to expend in
FY 2014-2015 Board approved budget

DEPARTMENTAL RECOMMENDATION:

Request Board; (A) authorize the purchase of various items from 2014-2015 Sheriff General budget 022700, object codes 5112, Personnel & Safety, object code 5313 Law Enforcement Special and object code 5331 Travel. Purchases will be in accordance with the purchasing policy in the amount up to of \$75,000.00. This would go towards the remaining amount of \$76,179.53 of the 2012-2013 COPS allocation to be spent by the end of June, 2015.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Sheriff's department receives AB3229 money, C.O.P.S. (Citizens Option for Public Safety), funding from the state, and we have 2 years to spend the funds. On April 2, 2013, your Board held a public hearing for the use of 2012-2013 COPS funds and approved the use of the money for equipment and programs to support the needs of frontline law enforcement. The current COPS fund balance for 2012-2013 is \$76,179.53 (concurred with the County Auditor) to be expended by June 30, 2015. In this year's 2014-2015 Board approved budgets, \$75,000 was included in revenues in the Sheriff General budget 022700 with the idea that money will help offset budgeted safety and training expense. Some of the items that we will purchase with the COPS money are in object code Personnel & Safety, such as load bearing and ballistic vests. We also have other safety and frontline law enforcement items budgeted in object code 5313 Law Enforcement Special which includes but not limited to, ammunition, simunitions, tasers, explosive purchases, crime scene investigator supplies, search & rescue supplies (ropes, etc.) and K-9 equipment. This will also help offset training expense in object code 5331 Travel Expense. We will adhere with the County purchasing policy as required. We will be coming before the Board again later to request expending the remainder of the 2012-2013 balance, as well as any expenditures from the 2013-2014 allocation.

ALTERNATIVES:

Not approve the purchases and find a different use for the funds under the guideline of AB3229. This is not recommended, as we have a need for the items requested, and we need to expend the 2012-2013 allocation by June 30, 2015, or return the funds.

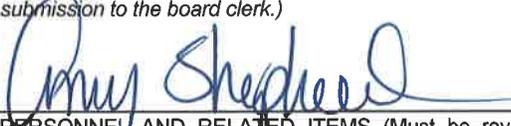
OTHER AGENCY INVOLVEMENT:

Auditor for verification of funds.

FINANCING:

Funds are available in the C.O.P.S. Trust #500103. The revenue and expense in the amount of \$75,000 is already included in the Board approved 2014-2015 Sheriff General Budget 022700. The Auditor's office will make the transfer as expenses occur. If today's request is approved in the amount of \$75,000, we will have met part of our obligation to spend \$76,179.53 of the 2012-2013 funding by June 30, 2015, and will leave us with a balance of \$1,179.53 to expend by June 30, 2015. The current balance in the trust is \$159,026.79, which includes the \$76,179.53 (FY 2012/13), & \$82,846.40 (FY 2013/14) and interest.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>9/19/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 9-22-14

CAO/Budget Officer BUDGET RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
26

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Proposed Critical Habitat for the Western Distinct Population Segment of the Yellow-billed Cuckoo

DEPARTMENTAL RECOMMENDATION: Review a proposed rule to designate critical habitat for the Western Distinct Population Segment of the Yellow-billed Cuckoo pursuant to the Federal Endangered Species Act, review draft correspondence in regards thereto, and authorize the Chair to sign.

SUMMARY DISCUSSION: The U.S. Fish and Wildlife Service (USFWS) proposed listing the Yellow-billed Cuckoo as a threatened species pursuant to the Federal Endangered Species Act on October 3, 2013. The bird is a neotropical migrant that winters in South America (primarily the Amazon) and breeds in North America. The bird is moderate in size with a narrow yellow ring of colored bare skin around the eye, red flight feathers, and bold tail plumage. The bird is common in the eastern United States, but populations have declined precipitously in the west. The Western Yellow-billed Cuckoo currently nests almost exclusively in low to moderate elevation riparian woodlands that cover 50 acres or more within arid to semiarid landscapes. The County submitted correspondence regarding the proposal on November 12, 2013 (Attachment 3).

USFWS now proposes critical habitat along the Owens River between Big Pine and Independence.¹ The following describes the proposed critical habitat in Inyo County:

Unit 5: CA-5 Owens River, Inyo County Proposed critical habitat unit CA-5 is 1,598 acres (ac) [(647 hectares (ha))] in extent. It is a 26- mi (42-km)-long continuous segment of the Owens River from Steward Lane, located 3 miles (mi) [(5 kilometers (km))] southeast of the town of Big Pine, south to a point on the Owens River 4 mi (7 km) southeast of the town of Independence, within Inyo County, California. Approximately 1,597 ac (647 ha) are owned and managed by the Los Angeles Department of Water and Power (LADWP), and 1 ac (less than 1 ha) is in Federal ownership managed by Bureau of Land Management. This site provides nesting habitat for multiple pairs of western yellow-billed cuckoos. The site also provides a movement corridor to habitat farther north.

Staff developed the map in Attachment 2 based on data provided by USFWS. Note that the map differs from the description above.

The County is working with the City of Los Angeles through joint management activities to maximize local survival of the species in the Owens Valley; the City also manages its lands in

¹ Refer to http://www.fws.gov/sacramento/outreach/Public-Advisories/WesternYellow-BilledCuckoo/outreach_PA_Western-Yellow-Billed-Cuckoo.htm

consultation with USFWS towards the species' benefit. Staff understands that DWP is preparing a Habitat Management Plan to work to preclude designation of critical habitat.

Comments regarding the proposed rule are due October 14, 2014. Staff has prepared draft correspondence for the Board's consideration (refer to Attachment 1).

ALTERNATIVES: The Board may consider modifying the correspondence or not submitting correspondence.

OTHER AGENCY INVOLVEMENT: DWP; USFWS, others involved in permitting.

FINANCING: General funds are utilized to monitor federal rulemaking efforts.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 9/24/14

Attachments:

1. Draft Correspondence
2. Critical Habitat Map
3. Previous Correspondence

October 7, 2014

Secretary Jewel
U.S. Department of the Interior
1849 C Street, N.W.
Washington DC 20240

Re: Proposed Critical Habitat for the Western Distinct Population Segment of the Yellow-billed Cuckoo
Docket No. FWS-R8-ES-2013-0011; 4500030114

Dear Secretary Jewel:

On behalf of the Inyo County Board of Supervisors, I wish to convey to you our continued appreciation of the work that the U.S. Fish and Wildlife Service (USFWS) is taking to conserve the Yellow-billed Cuckoo. We consider the natural resources that make up our County precious and hope that conservation efforts can work to ensure continued habitation of this species in the western United States, including locally. However, we believe that actions to conserve the species should be balanced with potential impacts to the people who live here.

The proposed critical habitat in the County for the subject species is on land owned and managed by the City of Los Angeles Department of Water and Power (DWP). These lands are managed in a manner that maximizes the potential for successful recovery of the species. We understand that DWP is working on a habitat management plan for the species, as well as implementing a Yellow-billed Cuckoo conservation strategy confirmed by a Memorandum of Understanding between DWP and USFWS. We encourage the Service to consider eliminating the critical habitat in the County due to these extensive efforts to conserve the species. If the USFWS moves forward with the proposal, we request correction of discrepancies between the mapping and the written description of the critical habitat unit in Inyo County.

We continue to be concerned that the Service's approach to the economic impact analyses required under the Act focuses on regulatory burdens and ignores indirect, induced, and cumulative impacts. In this instance, the proposed critical habitat is within the Lower Owens River Project (LORP),¹ and the City and the County may incur additional direct costs to implement the LORP due to the proposed critical habitat. Together with the other numerous critical habitat units proposed in the County, the Yellow-billed Cuckoo critical habitat has the potential to contribute to devastating effects on our local economy and culture. We urge you to direct your staff to work with the County, DWP, other responsible and trustee agencies, local citizens and business owners, agricultural and recreation interests, and other interested parties to minimize impacts to our economy and culture if critical habitat is designated here.

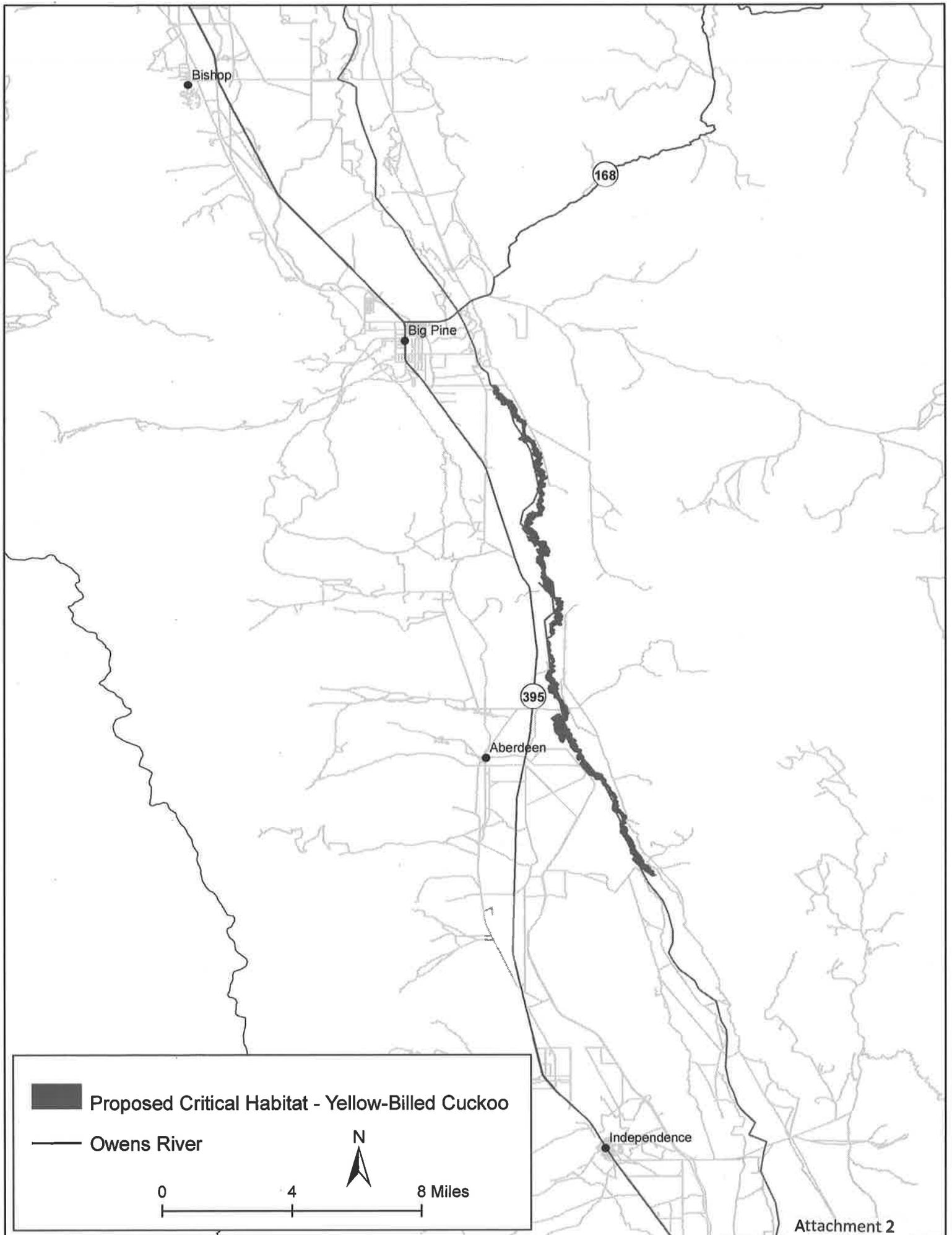
Thank you for your consideration. We would be interested in any future planning activities for the subject species; please notify us of any such opportunities. If you have any questions, please contact the County's Administrative Officer at (760) 878-0292 or by email at kcarunchio@inyocounty.us.

¹ Refer to <http://www.inyowater.org/projects/mitigation/> regarding the mitigation projects and <http://www.inyowater.org/projects/lorp/> regarding the Lower Owens River Project.

Sincerely,

Rick Pucci
Chairperson, Inyo County Board of Supervisors

cc: County Administrative Officer
County Counsel
Planning Director
Public Works Director
Agricultural Commissioner
Water Director
Marcie Edwards, DWP
Dan Ashe, USFWS
Jennifer Norris, USFWS
Rural County Representatives of California
California State Association of Counties
National Association of Counties
USFWS Public Comments Processing





BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
e-mail: pgunsolley@inyocounty.us

MEMBERS OF THE BOARD
LINDA ARCULARIUS
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

November 12, 2013

Secretary Salazar
U.S. Department of the Interior
1849 C Street, N.W.
Washington DC 20240

Re: Proposed Threatened Status for the Western Distinct Population Segment of the Yellow-billed Cuckoo
Docket No. FWS-R8-ES-2013-0104

Dear Secretary Salazar:

On behalf of the Inyo County Board of Supervisors, I wish to convey to you our appreciation of the work that the U.S. Fish and Wildlife Service (USFWS) is taking to conserve the Yellow-billed Cuckoo. We consider the natural resources that make up our County precious and hope that conservation efforts can work to ensure continued habitation of this species in the western United States, including locally. However, we believe that actions to conserve the species should be balanced with potential impacts to the people who live in areas that potentially could provide habitat.

We suspect that most potential habitat in the County for the subject species is on State and federally managed lands along riparian corridors, and on land owned and managed by the City of Los Angeles. Based on our experience, these lands are managed in a manner that maximizes the potential for successful recovery of the species. We are unaware of any specific threats to the species in Inyo County, and we believe that management of public and private lands in the County is undertaken in a manner to minimize impacts to the Yellow-billed Cuckoo. Since the Yellow-billed Cuckoo is a State-listed species, we already consider it in our planning efforts, and we hope that federal listing will result in minimal additional regulatory burdens.

Through our agreements with the City of Los Angeles, we are jointly implementing numerous habitat restoration and enhancement projects with the City. These projects include the Baker Creek and Hogback Creek Yellow-billed Cuckoo Habitat Enhancement Project, as well as other projects that enhance riparian habitat such as the Lower Owens River Project.¹ Additionally, the City of Los Angeles is implementing a Yellow-billed Cuckoo conservation strategy confirmed by a Memorandum of Understanding between the Los Angeles Department of Water and Power and USFWS. We believe that these actions, in conjunction with the City of Los Angeles' ongoing planning and conservation efforts for its lands in Inyo County, warrant excluding designation of critical habitat for the Yellow-billed Cuckoo in Inyo County, if such a designation were to be considered.

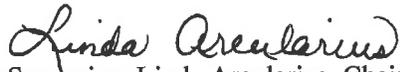
Based on our understanding of the geographic distribution of the subject species in Inyo County and that the species is currently a State-listed species, we believe that additional regulatory burdens from proposed listing will be minimal. However, we urge you to direct your staff to work with the County, other responsible and trustee agencies, local citizens and business owners, agricultural interests, renewable energy interests, and the mining community to minimize impacts to our economy and culture when implementing the proposed rule here.

¹ Refer to <http://www.inyowater.org/projects/mitigation/> regarding the mitigation projects and <http://www.inyowater.org/projects/lorp/> regarding the Lower Owens River Project.

Secretary Salazar
U.S. Department of the Interior
November 12, 2013
Page TWO

Thank you for your consideration. We would be interested in any future planning activities for the subject species; please notify us of any such opportunities. If you have any questions, please contact the County's Administrative Officer at (760) 878-0292 or by email at kcarunchio@inyocounty.us.

Sincerely,



Supervisor Linda Arcularius, Chairperson
Inyo County Board of Supervisors

cc: County Administrative Officer
County Counsel
Planning Director
Public Works Director
Agricultural Commissioner
Ron Nichols, DWP
Dan Ashe, USFWS
Rural County Representatives of California
California State Association of Counties
National Association of Counties
USFWS Public Comments Processing



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

27

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Caltrans Sustainable Transportation Planning Grant

RECOMMENDATION: Review the Grant Application Guide for the Caltrans Sustainable Transportation Planning Fiscal Year 2015-2016 Strategic Partnerships and Sustainable Communities Grants, provide input, and authorize staff to submit a grant application.

SUMMARY DISCUSSION: Staff has considered over the past several years possibly preparing a Specific Plan for North Sierra Highway generally from the intersection of US 395 and Highway 6 westerly past the Bishop Paiute Casino. The County submitted an application for a Sustainable Communities Grant earlier this year, but was not selected. However, the County scored well in the competitive process, and may be eligible for future funding under that program.

The State of California Department of Transportation (Caltrans) supports a Sustainable Transportation Planning Grants program to provide a safe, sustainable, integrated, and efficient transportation system to enhance California's economy and livability. Applications are now being accepted for the 2015-16 cycle (see attached),¹ which provides an excellent opportunity to begin working on concepts for the North Sierra Highway corridor that in addition to standing on their own could provide a basis for the Specific Plan concept. Therefore, staff recommends applying for a Sustainable communities grant for a corridor plan or similar concept for North Sierra Highway. If additional resources become available, work programs could be coordinated to develop a more comprehensive Specific Plan for the corridor.

ALTERNATIVES: The Board could direct staff to not proceed with the grant application – this is not recommended due to the opportunity presented. The Board could also direct staff to provide a draft application for approval prior to submittal.

OTHER AGENCY INVOLVEMENT: None immediately; potential participants in any Specific Plan include other County Departments, the City of Bishop, Inyo Local Transportation Commission (LTC), Caltrans, the City of Los Angeles Department of Water and Power, the Bishop Paiute Tribe, the Eastern Sierra Community Services District, the Tri-County Fair, Mule Days, the Great Basin Unified Air Pollution Control District, and others.

FINANCING: General fund resources are utilized to monitor and apply for this type of grant funding. The grant requires an 11.47-percent match, which may be in kind. Staff believes that the Planning Department can absorb this over the two-year period, and plans to work with partners to assist absorbing these costs.

¹ Refer also to <http://www.dot.ca.gov/hq/tpp/grants.html>.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 9/24/14

CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
FISCAL YEAR 2015-2016

Grant Application Guide

STRATEGIC PARTNERSHIPS
SUSTAINABLE COMMUNITIES

APPLICATION DEADLINE
OCTOBER 31, 2014 AT 5:00 PM



CALTRANS DIVISION OF TRANSPORTATION PLANNING

Table of Contents

Sustainable Transportation Planning Grant Program.....	1
Sustainable Transportation Planning Grant Summary Chart.....	4
General Information and Requirements.....	5
Grant Program Overview.....	9
Application Preparation.....	14
• Application Submittal Instructions.....	15
• Grant Application Checklist and Sample.....	16
• Scope of Work Checklist and Sample.....	24
• Project Timeline Checklist and Sample.....	30
• Third Party In-Kind Valuation Plan Checklist and Sample.....	32
• Local Resolution Checklist and Sample.....	34
Caltrans District and Regional Agency Boundaries Map.....	36
Caltrans Sustainable Transportation Planning Grant District Contact List.....	37

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

[Intentionally left blank]

Sustainable Transportation Planning Grant Program

The Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) current Mission: *Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability.*

Current significant efforts were also considered during Grant Program development, such as:

- California Transportation Infrastructure Priorities Vision and Core Concepts;
- State Smart Transportation Initiative Assessment and Recommendations;
- Caltrans Program Review Major Actions;
- California Transportation Plan (CTP) 2040 Vision and Goals; and,
- Smart Mobility 2010 Principles.

Grant Program Overarching Objectives were also identified to ensure consideration of these major efforts in transportation planning, including: **Sustainability, Preservation, Mobility, Safety, Innovation, Economy, Health, and Equity.**

In addition, grant administration processes have been streamlined and made consistent to benefit our partners. Most notable is the earlier release date of this *Grant Application Guide*, the earlier application deadline, and an earlier grant award announcement date. With this advanced process, grant recipients can anticipate starting project activities in July 2015, pending State Budget approval.

The original intent and available budget of the Grant Program remains unchanged from previous years. Although dedicated grants no longer exist for Environmental Justice, Community-Based Transportation Planning, and Transit Planning, these important areas are still eligible for funding under the new Grant Program. Caltrans still provides transportation planning grants to promote a balanced, comprehensive multimodal transportation system. However, Caltrans revised the Grant Program to reflect current goals that direct us to emphasize more transportation planning efforts that promote sustainability.

These grants may be used for a wide range of transportation planning purposes that address local and regional transportation needs and issues. The implementation of these grants should ultimately lead to the adoption, initiation, and programming of transportation improvements. The Caltrans Division of Transportation Planning provides the following transportation planning grants:

- ❖ Strategic Partnerships
- ❖ Sustainable Communities

State Transportation Planning Goals¹

1. **Improve Multimodal Mobility and Accessibility for All People:** Expand the system and enhance modal choices and connectivity to meet the State's future transportation demands.
2. **Preserve the Multimodal Transportation System:** Maintain, manage, and efficiently utilize California's existing transportation system.
3. **Support a Vibrant Economy:** Maintain, manage, and enhance the movement of goods and people to spur the economic development and growth, job creation, and trade.
4. **Improve Public Safety and Security:** Ensure the safety and security of people, goods, services, and information in all modes of transportation.

¹ Source: California Transportation Plan 2040

-
5. **Foster Livable and Healthy Communities and Promote Social Equity:** Find transportation solutions that balance and integrate community values with transportation safety and performance, and encourage public involvement in transportation decisions.
 6. **Practice Environmental Stewardship:** Plan and provide transportation services while protecting our environment, wildlife, historical, and cultural assets.

Federal Transportation Planning Goals²

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users.
4. Increase the accessibility and mobility of people and freight.
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns.
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.

California Transportation Plan 2040 Vision

California's transportation system is safe, sustainable, and globally competitive. It provides reliable and efficient mobility and accessibility for people, goods, and services while meeting our greenhouse gas emission reduction goals and preserving community character. This integrated connected, and resilient multimodal system supports a prosperous economy, human and environmental health, and social equity.

Integrating Goals and Objectives

All grant applications must align with the Caltrans Mission, Grant Program Overarching Objectives, and the CTP 2040 Vision. The State and Federal goals provide the framework for the Strategic Partnerships and Sustainable Communities grants. A competitive grant application addresses and articulates how the project relates to the Caltrans Mission, Grant Program Overarching Objectives, CTP 2040 Vision, and multiple State and Federal goals. The Grant Specific Objectives on Page 12 indicate the specific purpose of each grant, and must also be considered when preparing an application. Overall, successful grant applications clearly demonstrate how the proposed project integrates the goals and objectives.

Promoting Sustainable Communities in California

Caltrans supports Senate Bill 375 (SB 375, 2008) Sustainable Communities Strategy (SCS) efforts. Applications should complement SCS efforts, if they exist in the geographical region. The SCS is a tool that is intended to help communities reduce transportation related greenhouse gas emissions and assist local and regional governments in creating sustainable communities for residents throughout the State. Information on SCS efforts can be found at: <http://www.arb.ca.gov/cc/sb375/sb375.htm>.

² Source: Title 23, United States Code, Section 134

Although most rural areas of the State are not subjected to SB 375/SCS requirements, Caltrans still promotes the development of sustainable communities in these areas of the State. Eligible rural agencies are strongly encouraged to apply for Sustainable Communities grants.

Complete Streets and Smart Mobility Framework

Caltrans also supports complete streets and the Smart Mobility Framework (SMF). If applicable, Caltrans encourages applicants to consider the tools and techniques contained in the SMF as well as typical components of complete streets. Specifically, this might include how the project addresses components of community design, regional accessibility, place types, and priority activities to achieve smart mobility outcomes, community transition, and associated multimodal performance measures for the appropriate context of the problem. Information on these efforts can be found at:

Complete Streets: http://www.dot.ca.gov/hq/tpp/offices/ocp/complete_streets.html
SMF: <http://www.dot.ca.gov/hq/tpp/offices/ocp/smf.html>

Sustainable Transportation Planning Grant Summary Chart

GRANT	FUND SOURCE	PURPOSE	WHO MAY APPLY	LOCAL MATCH
<p style="text-align: center;">Strategic Partnerships</p>	<p>Federal Highway Administration— State Planning and Research, Part 1</p> <p style="text-align: center;">Budget Federal funds \$1,500,000</p> <p style="text-align: center;">Grant Min \$100,000 Grant Max \$500,000</p>	<p>Funds transportation planning studies of interregional and statewide significance, in partnership with Caltrans.</p>	<p>The following are eligible to apply as a primary applicant:</p> <ul style="list-style-type: none"> • Metropolitan Planning Organizations and Regional Transportation Planning Agencies <p>The following are eligible to apply as a sub-applicant:</p> <ul style="list-style-type: none"> • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities** 	<p>20% minimum (in non-federal funds or an in-kind* contribution). The entire minimum 20% local match may be in the form of an in-kind contribution. Additional local funds above the minimum local match are desired.</p>
<p style="text-align: center;">Sustainable Communities</p>	<p>Federal Transit Administration, Section 5304 & State Highway Account</p> <p style="text-align: center;">Budget Federal/State funds \$8,300,000</p> <p style="text-align: center;">Grant Min \$50,000 Grant Max \$500,000</p>	<p>Funds studies of multimodal transportation issues having statewide, interregional, regional or local significance to assist in achieving the Caltrans Mission and overarching objectives.</p>	<p>The following are eligible to apply as a primary applicant:</p> <ul style="list-style-type: none"> • Metropolitan Planning Organizations and Regional Transportation Planning Agencies • Transit Agencies; Cities and Counties; Native American Tribal Governments <p>The following are eligible to apply as a sub-applicant:</p> <ul style="list-style-type: none"> • Transit Agencies • Universities and Community Colleges • Native American Tribal Governments • Cities and Counties • Community-Based Organizations • Non-Profit Organizations (501.C.3) • Other Public Entities** 	<p>11.47% minimum (in cash or an in-kind* contribution). The entire minimum 11.47% local match may be in the form of an in-kind contribution.</p>

* For in-kind contribution requirements, refer to Page 10 of this Guide.

** Public entities include state agencies, the Regents of the University of California, district, public authority, public agency, and any other political subdivision or public corporation in the State (Government Code Section 811.2).

General Information and Requirements

This section provides a brief overview of the financial, subcontracting, and legal requirements pertaining to all grant programs. The content of this section should be notably considered in the development of grant applications, as it lays the foundation for what to expect when applying for these grant funds. Upon award, grantees will receive more specific guidelines, including administrative and reporting requirements.

Accounting Requirements

Grantees are required to maintain an accounting and record system that properly accumulates and segregates incurred project costs and matching funds by line item. The accounting system of the grantee, including its sub-applicants and subcontractors, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices sent to or paid by Caltrans. Allowable project costs must comply with 49 Code of Federal Regulations (CFR), Part 18 and 2 CFR, Part 225. It is the grantee's responsibility, in conjunction with Caltrans District staff, to monitor work and expenses to ensure the project is completed according to the contracted Scope of Work and Project Timeline. Grantees must monitor work and costs to ensure invoices are submitted on a regular and timely basis (monthly or quarterly as milestones are completed). Grantees must communicate with their local Caltrans District Office to ensure any issues are addressed early during the project period.

Indirect and Direct Costs

Indirect costs require an Indirect Cost Allocation Plan (ICAP). For example, reproduction costs, computer rental and office supplies are considered indirect costs. However, if these costs are tied to a specific task or activity, they are considered direct costs.

If a grantee, including sub-recipients and third party contractors/consultants, are seeking reimbursement of indirect costs, they must submit an ICAP or an Indirect Cost Rate Proposal (ICRP) to the Caltrans Division of Audits and Investigations annually for review and approval prior to reimbursement. An ICAP or ICRP must be prepared and submitted in accordance with 2 CFR, Part 225 and 23 CFR, Part 420.133 Eligibility of Costs. For more information visit the following website:

Indirect Cost Allocation Plan: http://www.dot.ca.gov/hq/audits/icap_icrp.html

Due to the competitive nature of the grant award process, applications must include any indirect costs in the Project Timeline. Indirect costs can only be reimbursed if they are identified in the Project Timeline submitted with the initial application.

Eligible Activities and Expenses

Direct costs must be used *only for transportation planning-related activities*. Consult with Caltrans District staff for more information. Some eligible costs include:

- Data gathering and analysis
- Planning consultants
- Conceptual drawings
- Community surveys, meetings, charrettes, focus groups
- Bilingual services for interpreting and/or translation services for meetings

Travel Expenses

Grantees may be eligible to claim travel expenses if they have been approved in the Scope of Work and Project Timeline. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees). For more information on eligible travel expenses, visit the following website:

Caltrans Travel Guide: <http://www.dot.ca.gov/hq/asc/travel/>

Ineligible Activities and Expenses

Some activities, tasks, project components, etc. are not eligible under these grant programs, regardless of funding source. If an application has any of the following elements, it will be disqualified.

Ineligible activities and expenses include:

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Engineering plans and design specification work
- Project Initiation Documents
- Regional Transportation Plans (RTP) or updates to the RTP
- Economic development plans or studies
- Land use plans or studies
- General Plans or updates to elements
- Construction projects, such as the building of a facility, or maintenance
- Purchasing of office furniture, or other capital expenditures
- Decorations
- Acquisition of vehicles or shuttle programs
- Organizational membership fees
- Unreasonable incentives such as prizes for public participation
- Charges passed on to sub-recipient for oversight of awarded grant funds
- Other items unrelated to the project

Third Party Contracts

The agreements between a grantee and a sub-recipient, consultant, or sub-consultant are referred to as “third party contracts.” An eligible sub-applicant will be identified by an eligible applicant on the onset of the application. If a grantee or a sub-recipient is going to hire a consultant to perform work during the project, then proper procurement procedures must be used.

Grantees may use their agency’s procurement procedures as long as they comply with 49 CFR, Part 18.36 and Local Assistance Procedures Manual, Chapter 10. In addition, work can only be contracted if it has been stated in the applicant’s Scope of Work and Project Timeline. A grantee is fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant. Caltrans only enters into contract directly with the grantee; therefore, the grantee is responsible to ensure that all third parties adhere to the same provisions included in the contractual agreement between Caltrans and the grantee.

All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with 49 CFR, Part 18.36.

All documentation of third party contract procurements must be retained and copies of all agreements must be submitted to Caltrans. For more information on third party contracting, visit the following links:

Code of Federal Regulations: **49 CFR, Part 18.36**

Local Assistance Procedures Manual: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>

Title VI Non-Discrimination Requirement

Title VI of the U.S. Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. Specifically Title VI provides the following:

No person in the United States shall, on the ground of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving financial assistance from the Federal government.

The Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) each have requirements that recipients must demonstrate continued compliance with Title VI. Compliance with Title VI includes conducting meetings in a fair and reasonable manner that are open to all members of a community. Compliance also reflects not only law but is a good policy that builds the kind of trust and information sharing upon which successful planning is done. Even where a city or county may not be receiving federal funding for transportation, the Civil Rights Restoration Act of 1987 also obligates that a city or county comply with Title VI, if it receives any other federal funding for any program.

Caltrans is responsible for complying with Civil Rights requirements and for monitoring funding compliance of any sub-applicants. Grant recipients of federal funds are required to comply with FTA Circular 4702.1B, and must submit a copy of the agency's governing board-approved Title VI Program. Caltrans staff will contact grantees to ensure this requirement is satisfied.

Disadvantaged Business Enterprise Reporting

Grant recipients of federal funds are required to report any Strategic Partnerships and/or Sustainable Communities contracting opportunities that may involve Disadvantaged Business Enterprise (DBE) participation. DBE reporting is required twice a year: April 1st and October 1st.

For details about DBE requirements, visit the Office of Regional and Interagency Planning (ORIP) DBE website at: <http://www.dot.ca.gov/hq/tpp/offices/orip/DBE/DBE.html>.

Pre-Award Audit

The Strategic Partnerships and Sustainable Communities grants are available in amounts up to \$500,000. However, any awarded grant in excess of \$250,000 may require a pre-award audit. The pre-award audit is to ensure that recipients of state and federal funds maintain adequate financial management systems prior to receiving the funds. Pre-award audits may be required of new grantees, agencies that have not recently been audited, agencies that have undergone prior audits with significant weaknesses or deficiencies in their financial management systems, or those determined to be a higher risk to Caltrans.

If a pre-award audit is needed, the local Caltrans District Office will contact the grantee to facilitate the appropriate action. This has the potential to delay the start of the project and applicants are encouraged to determine if the delay will hinder their ability to complete the project by the terms specified in the agreement.

Past Performance

Previous grant performance will be considered during the evaluation process. Applicants with a history of inadequate performance such as poor project management, failure to achieve project milestones, untimely invoice submittals, or an overall poor quality of the final product may be at a competitive disadvantage in the application review process. Grant funds may not be awarded to prior grant recipients with unresolved past performance issues.

Award Terms

Caltrans is committed to being an active partner. If awarded a grant, the applicant should include Caltrans District staff when planning both technical advisory and community meetings. In addition, Caltrans District staff will help to ensure that the approved Scope of Work, Project Timeline, and project funding will be maintained throughout the life of the contract.

If an agency does not demonstrate adequate performance and timely use of funds, Caltrans may take appropriate actions, which can include termination of the grant. Inadequate performance by grantees, sub-recipients, or consultants may hinder the grantee's ability to leverage future grant awards.

Ownership

Any technologies or inventions that may result from the use of these grants are in the public domain and may not be copyrighted, sold, or used exclusively by any business, organization, or agency. Caltrans reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for public purposes.

Grant Program Overview

The Sustainable Transportation Planning Grant Program is state *and* federal funded. The role of the Metropolitan Planning Organization (MPO) and Regional Transportation Planning Agency (RTPA) is to facilitate a fair and open competitive application and outreach process. For an MPO or RTPA to influence the applicant pool either formally or informally by pre-screening applications is contrary to both state and federal administration of these grant programs.

Sub-applicants are encouraged to work far in advance of the application deadline with the appropriate MPO or RTPA to coordinate application development. It is also beneficial for sub-applicants to be informed of the appropriate MPO or RTPA process and schedule, as they may differ slightly from Caltrans. RTPAs residing within MPO boundaries should also coordinate application development with the MPO, as it is critical to ensure that proposed studies align with the RTP/SCS for the entire MPO region.

Who May Apply – Strategic Partnerships

Only MPOs and RTPAs that have a current Master Fund Transfer Agreement with Caltrans Headquarters ORIP may apply directly for the Strategic Partnerships grants. **Eligible sub-applicants include:** universities and community colleges, Native American Tribal Governments, cities and counties, community-based organizations, non-profit organizations (501.c.3), and public entities.

Who May Apply – Sustainable Communities

Eligible primary applicants for the Sustainable Communities grants include: MPOs and RTPAs that have a current Master Fund Transfer Agreement with Caltrans Headquarters ORIP; transit agencies; cities and counties; and, Native American Tribal Governments. **Eligible sub-applicants include:** universities and community colleges; Native American Tribal Governments; cities and counties; community-based organizations; non-profit organizations (501.c.3), and public entities.

For the Sustainable Communities grants, Caltrans will contract directly with eligible non-MPO/RTPA grant award recipients. All awarded grant funds must be encumbered during the first fiscal year after the State Budget is approved. Work may begin during the first fiscal year only after the grantee receives a fully executed contract and has been notified by Caltrans to begin work. This can occur as soon as July 2015, pending State Budget approval. It is important for applicants to reflect this estimated project start date in the Scope of Work and Project Timeline. Consider these dates when developing the Scope of Work and Project Timeline:

July 2015

- Anticipated start date, pending State Budget approval

February 28, 2018

- Contract expires (**no time extensions will be granted**)
- Reimbursable work must be completed

April 28, 2018

- All final invoices must be submitted to Caltrans for approval and reimbursement. This allows Caltrans sufficient time to comply with the State Controller's Office payment requirements.

Overall Work Program

All MPOs and RTPAs must have the entire grant award and local match programmed in the Fiscal Year 2015-16 Overall Work Program (OWP) no later than May 1, 2016. Approved projects must be identified as **individual** Work Elements in the current OWP and in future OWPs until the project is complete. **Projects should be completed no later than June 30, 2018.** A Final Request for Reimbursement must be filed no later than 60 days after the end of the fiscal year to coincide with the submission of the OWP Final Expenditure Report.

Requests for Reimbursements

Grant payments are made only as reimbursements. Invoices or Requests for Reimbursements (RFR) need to be submitted no more frequently than monthly or at a minimum quarterly. Grantees must pay sub-recipients and subcontractors prior to submitting a RFR to Caltrans. A one-time, **lump sum RFR for the entire grant is not allowed.** Local match (cash and third party in-kind contributions) must be expended on a proportional basis coinciding with each grant Work Element and RFR. The proportional expenditure of local match must be clearly identified in the Project Timeline. The local match must be rendered during the invoicing period to which the matching requirement applies.

Local Match Contribution

All grants require a local match. Revenue sources for local match can include local sales tax, special bond measures, private donations, private foundations, etc. The Strategic Partnerships grants require the applicant to provide a minimum 20 percent non-federal local match. The Sustainable Communities grants require the applicant to provide a minimum 11.47 percent local match—MPOs must provide a non-federal local match and other grantees may use any source of funds for the local match. The minimum local match is a percentage of the total project cost (i.e., minimum local match amount plus the grant amount). The local match can be all cash, all third party in-kind contributions, or a combination of the two.

Third Party In-Kind Contributions

Third party in-kind contributions are goods and services donated from outside the primary grantee's agency. Examples of third party in-kind contributions include donated printing, facilities, interpreters, equipment, advertising, time and effort, staff time, and other goods and services. The value of third party in-kind contributions must be directly benefiting and specifically identifiable to the project. The third party in-kind contribution information must be identified on the Grant Application Cover Sheet, the Project Timeline, and the project specific Work Element in the OWP, if applicable.

If third party in-kind contributions are used for the local match, a third party in-kind valuation plan must be submitted to Caltrans for approval as a condition of grant acceptance. The third party in-kind valuation plan is an itemized breakdown by task and serves as documentation for the goods and/or services to be rendered.

Quarterly Reporting

For MPOs and RTPAs, the progress of each awarded grant project must be included as part of the OWP Quarterly Progress and Expenditure Report.

All other direct grant recipients shall submit progress reports every quarter for each awarded grant project. Caltrans staff will provide the brief report form and due dates.

Final Product

All final reports funded through the Sustainable Transportation Planning Grant Program shall credit the FTA, FHWA, or Caltrans' financial participation on the cover or title page. An electronic copy of all final reports shall be forwarded to the Caltrans District Office responsible for the administration and oversight of the grant. The electronic copy will be accessible on the ORIP Grants website.

Review Process

All applications submitted to the Sustainable Transportation Planning Grant Program go through three levels of review--Caltrans Districts, Caltrans Headquarters functional area experts, and two State and Federal interagency review committees (one for Strategic Partnerships and one for Sustainable Communities). District staff reviews all applications for content, submission of proper documentation, and overall relationship to regional and local planning efforts. The District rates each application and provides comments to inform the interagency review committee. The Caltrans Headquarters functional area experts review and provide comments pertaining to the application subject matter, which are also used to inform the interagency review committee. The interagency review committees evaluate applications for content, completeness, meeting technical requirements, and overall relationship to statewide planning efforts. Once the interagency review committees evaluate, rank and select the best applications for grant funding, final recommendations are presented to Caltrans management for approval.

Strategic Partnerships

Funding

The Strategic Partnerships grants are funded by the FHWA (State Planning and Research, Part I). The FHWA has authorized Caltrans to distribute these grant funds.

Approximately \$1.5 million will be available for the Fiscal Year 2015-16 grant cycle. The minimum grant is \$100,000 and the maximum amount per grant cannot exceed \$500,000.

Grant Specific Objective

The objective of Strategic Partnerships is to achieve the Caltrans Mission and Grant Program Overarching Objectives on Page 1, encourage regional agencies to partner with Caltrans to identify and address statewide/interregional transportation deficiencies in the state highway system, strengthen government-to-government relationships, and result in programmed system improvements.

Example Project Types

- Studies that identify interregional, inter-county, and/or statewide mobility and access needs
- Corridor studies and corridor performance/preservation studies
- Studies that evaluate transportation issues involving ground access to international borders, seaports, airports, intermodal facilities, freight hubs, and recreational sites
- Studies for relinquishment of state routes
- Statewide research or modeling tools
- Transportation demand management plans
- System investment prioritization plans

Sustainable Communities

Funding

The Sustainable Communities grants are funded by the FTA (Section 5304) and also the State Highway Account. The FTA has authorized Caltrans to distribute these grant funds. Funding distribution will depend on the quality and amount of applications in each applicant pool, i.e., MPOs, RTPAs, cities and counties, transit agencies, and Native American Tribal Governments.

Approximately \$8.3 million will be available for the Fiscal Year 2015-16 grant cycle. The minimum grant is \$50,000 and the maximum amount per grant cannot exceed \$500,000.

Grant Specific Objective

The objective of Sustainable Communities grants is to achieve the Caltrans Mission and Grant Program Overarching Objectives on Page 1, identify and address mobility deficiencies in the multimodal transportation system, encourage stakeholder collaboration, involve active public engagement, integrate Smart Mobility 2010 concepts, and ultimately result in programmed system improvements.

Student internships in transit planning at rural public transportation agencies may be applied for under this grant. **Only rural agencies may apply for student internships.** The objective of student internships is to provide students an opportunity to gain work experience in transit planning at public transportation agencies. The intent is to foster the education of university and community college

students with an interest in the field of transit planning. Internships are for students only. The application, including the Scope of Work and Project Timeline, should strike a balance between administration of the internship program and the specific intern assignments to be completed.

Example Project Types

- Studies that advance a community's effort to reduce transportation related greenhouse gases
- Studies that assist transportation agencies in creating sustainable communities
- Community to school studies or safe routes to school plans
- Studies that advances a community's effort to address the impacts of climate change and sea level rise
- Jobs and affordable housing proximity studies
- Context-sensitive streetscapes or town center plans
- Complete street plans
- Bike and pedestrian safety enhancement plans
- Traffic calming and safety enhancement plans
- Corridor enhancement studies
- Health equity transportation studies
- Climate change adaptation plans for transportation facilities
- Transit plans, surveys and research
- Identification of policies, strategies, and programs to preserve transit facilities and optimize transit infrastructure
- Studies that evaluate accessibility and connectivity of the multimodal transportation network
- Short range transit development plans
- Transit marketing plans
- Social service improvement studies
- Student Internships (Only for Rural Agencies)
- Studies that address environmental justice issues in a transportation related context



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

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

FROM: County Administrator

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Appointment of an Inyo County representative to serve as one of eleven (11) Class-A Directors to the California Broadband Cooperative and direction regarding the Cooperative's compensation of the County's representative.

DEPARTMENTAL RECOMMENDATION:

Request your Board (1) appoint the County Administrator or designee to serve as the County's representative on Board of Directors for the California Broadband Cooperative; and (2) authorize the County Administrator to notify the California Broadband Cooperative that the stipend, and actual and reasonable expenses paid the County's representative on the Board of Directors be paid directly to the County of Inyo.

SUMMARY DISCUSSION:

The California Broadband Cooperative (CBC) was created to develop and manage Digital 395. During the formation of the CBC, the County of Inyo (along with Mono and Kern counties) was granted permanent Class A membership in the Cooperative. The CBC Bylaws (attached) allow for the appointment of an Inyo County representative to the CBC Board of Directors. The county representative is a non-elected Director member who has the same rights and privileges of Directors who are elected to the CBC Board.

Section 4.04(a) of the CBC Bylaws specifically prohibit the County from appointing a representative who's status with the County would cause the Cooperative to be subject to the Brown Act. Accordingly, a member of your Board cannot be appointed as the County's representative to the CBC Board of Directors.

Additionally, the Bylaws specify that the County's representative to the CBC Board of Directors serves at the pleasure of the Board of Supervisors, and should have a reasonable knowledge and experience in managerial, technical, or operational aspects of the communications industry, or in financial, governmental or legal matters. The County Administrator serves at the pleasure of your Board. Additionally, the Administrator's department functions include the County's Information Services division, and, the Administrator and the Information Services Director have participated in the Digital 395 project since its inception. From a practical standpoint, if your Board appoints the County Administrator to the CBC Board of Directors, it would make sense for me to designate the Information Services Director to serve in this role. However, to the extent the Information Services Director continues to request he not be designated to serve as the County's representative to the CBC Board, it will be my intent to designate the Senior Deputy County Administrator to the position.

ALTERNATIVES:

Your Board could choose not to appoint a representative to the CBC Board of Directors, or appoint a representative other than County Administrator. The former option is not recommended since it is in the interest of the County and its residents and businesses to have formal representation on the CBC Board of

Directors. If the latter option is desirable, it is recommended your Board appoint another appointed department head who serves at the pleasure of your Board of Supervisors, as opposed to a County employee who is represented by the County Merit System and does not report directly to your Board or the CAO.

OTHER AGENCY INVOLVEMENT:

Mono and Kern counties are also Class A members of the California Broadband Cooperative. The CBC Bylaws were developed with extensive input from the County Counsels for Inyo, Mono and Kern counties.

FINANCING:

Pursuant to the CBC Bylaws, the County's representative to the CBC Board of Directors shall be paid a yearly stipend of \$2,000 and a fee of \$1,000 per meeting, and be reimbursed for actual and reasonable expenses. The Bylaws further provide that a Class A member, such as Inyo County, may request, in writing, that the compensation payable to its appointed director be paid directly to the Class A member. It is recommended that your Board authorize the County Administrator to notify the CBC that all compensation and reimbursements to which the County's Director is entitled to be paid directly to the County.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)



Date: 10-02-2014

AMENDED AND RESTATED BYLAWS
OF
CALIFORNIA BROADBAND COOPERATIVE, INC.
A California Consumer Cooperative Corporation

ARTICLE I. MEMBERSHIP

Section 1.01. Requirements for Membership.

Any applicant seeking membership in the Cooperative may become a member by:

(a) Executing an application for membership and service, and if required by the Board of Directors, a service agreement, under which it agrees to purchase fiber optic products or services at a minimum T1 capacity basis (the "Services") from or through the Cooperative as specified by the Articles of Incorporation, these Bylaws, and the Board of Directors; and

(b) Agreeing to comply with and be bound by the Articles of Incorporation, these Bylaws and any amendments thereto and any rules and regulations adopted by the Board of Directors; and

(c) Paying any membership fee and such other assessments and charges as approved by the Board of Directors from time to time; and

(d) Being accepted into membership by action of the Board of Directors, which, in its sole discretion, may reject an application for membership if it finds that the applicant, or its application for membership, has not met the requirements or qualifications specified in these Bylaws, or in the rules or regulations adopted by the Board of Directors.

The Class A members shall purchase Services if it is feasible for them to do so, as determined in their reasonable discretion. Class A members which choose not to purchase Services shall be exempt from such requirement set forth in the provisions of subsection (a) hereof.

The Class D member shall not be required to purchase Services.

Unless otherwise resolved by the Board of Directors, the Cooperative shall not issue memberships until such time as the Cooperative commences the provision of Services. At such time, Classes A, B and C shall have the right to elect or appoint its directors pursuant to Article 4 below.

The private property of the members shall be exempt from execution or other liability of the debts of the Cooperative, whether secured or unsecured, and no member shall be liable or responsible for any debts or liabilities of the Cooperative, whether secured or unsecured.

Section 1.02. Limitation of Membership.

No member may hold more than one membership in the Cooperative, and no membership in the Cooperative shall be transferable; except that, in case of a merger or consolidation, membership may be vested in the successor corporation, provided the successor corporation shall be eligible for membership, shall agree to purchase Services from the Cooperative, and shall agree to comply with and be bound by the Articles of Incorporation of the Cooperative, these Bylaws and any amendments, and such rules and regulations as may be adopted by the Board of Directors.

Section 1.03. Term.

All classes of membership shall have a term ending on the date the member is no longer purchasing Services from the Cooperative, provided that (i) the term of membership of Class A members which choose not to purchase Services shall end upon their withdrawal or expulsion as a Class A member of the Cooperative; and (ii) Class D shall automatically terminate at the conclusion of the first annual members meeting after the termination of all contractual obligations between Praxis Associates and the Cooperative (wherein the additional at large directors shall be elected to replace the Class D Directors).

Section 1.04. Classes of Membership.

Members of the Cooperative shall be divided into four (4) classes, designated as Class A, Class B, Class C, Class D, respectively. There shall be no limit as to the number of Members the Corporation may admit, provided that the number of Class A members shall not exceed eight (8).

Class A shall consist of certain county members of the Cooperative, who may, but shall not be required to, purchase Services from the Cooperative. Class A membership is established to provide for diverse participation in the Cooperative. These counties currently include Inyo County, Mono County and Kern County. The Cooperative shall notify each county in which it constructs communications facilities that such county has the right to become a Class A member, until such time as Class A reaches the limit of eight (8) members.

Class B shall consist of telecommunication carriers, internet service providers, certified local exchange carriers and other such wholesale purchasers of Services.

Class C shall consist of governmental, municipal, research, medical facility and development purchasers of Services, including without limitation, all levels of educational institutions and schools, both public and private, and educational research institutes, foundations and similar entities.

Class D shall consist of Praxis Associates, Inc., who conceived, developed and secured grant funding for the Digital 395 Project for the benefit of the Cooperative.

Each member shall pay for all Services used by it at such time and at such rates or prices as shall be approved by the Board of Directors. It is expressly understood that amounts paid for Services in excess of the cost of service are furnished by the member as capital and each member shall be credited with capital so furnished, as provided by these Bylaws. "Cost of service" in this regard shall include all direct expenses of providing such service, plus the appropriate allocation of indirect expenses, including the Cooperative's overhead and administrative expenses. Class A members shall not be subject to membership fees or other assessments and charges as set forth in Section 1.01 (c) above, but are not exempted from paying any fees or other charges imposed by virtue of obtaining Services (patronage services) from the Cooperative. For avoidance of doubt, and without affecting the rights and obligations of other membership classes inherent by these Bylaws and applicable law, Class A members are not entitled to disbursements of Cooperative capital, except that accumulated due to patronage of the Class A members.

Section 1.05. Bylaws and Articles to Prospective Members.

Each prospective member, upon application for membership, shall receive a copy of the Articles of Incorporation, Bylaws, and disclosure document of the Cooperative. The disclosure document may be a prospectus, offering, circular, brochure, or similar document, a specimen copy of the share certificate, or a receipt that the Cooperative proposes to issue. The disclosure document shall contain the information required by Section 12401 of the California Corporations Code.

Section 1.06. Membership Certificates.

Membership in the Cooperative may, if the Board of Directors so resolves, be evidenced by a membership certificate, which shall be in such form and shall contain such provisions as shall be determined by the Board of Directors, consistent with the California Corporations Code, the Cooperative's Articles of Incorporation and its Bylaws. Such certificate, if authorized to be issued by the Board of Directors, shall be signed by the President and by the Secretary of the Cooperative, and the corporate seal shall be affixed thereto. No membership certificate shall be issued for less than the membership fee provided for in Section 1.01 of these Bylaws nor until such membership fee, any required service security deposits, facilities extension deposits, service connection fees, or contributions in aid of construction have been fully paid. In case a certificate is lost, destroyed or mutilated, a new certificate may be issued therefore upon such uniform terms and indemnity to the Cooperative as the Board of Directors may prescribe.

Section 1.07. Member to Grant Easements to Cooperative.

Each member of classes B and C, other than the Class A members, shall, upon being requested to do so by the Cooperative, execute and deliver to the Cooperative grants of easement or right-of-way over, on and under such lands owned or leased by or mortgaged to the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of broadband services to him or other members or for the construction, operation, maintenance or relocation of the Cooperative's broadband facilities. Each Class A members shall have no obligation to provide easements or rights-of-way except as may be reasonably required to provide Services to that Class A member. To the extent that the Cooperative requires easements or rights of way from a Class A member for purposes other than providing Services to that Class A member such agreements shall be subject to separate negotiation and not required by these Bylaws.

ARTICLE II. TERMINATION OF MEMBERSHIP

Section 2.01. Voluntary Withdrawal.

A member shall have the right to resign from the Cooperative and terminate his or her membership by filing with the Secretary of the Cooperative a written notice of resignation. The resignation shall become effective immediately without any action on the part of the Cooperative.

Section 2.02. Death or Dissolution.

A membership shall immediately terminate upon the death of a member or the dissolution of a member that is an organization.

Section 2.03. Expulsion.

(a) A member may for failure to comply with these Bylaws, rules, or regulations of the Cooperative, for failure to purchase qualifying services (as identified in Section 1.01 of these Bylaws) from the Cooperative for at least sixty (60) consecutive days, or for any other justifiable reason, be expelled from the Cooperative by resolution adopted by a two-thirds (2/3) vote of all members of the Board of Directors. Expulsion shall become effective immediately unless the Board shall, in the resolution, fix another time. On expulsion, the name of the member expelled shall be stricken from the membership register and all of his or her rights shall cease except as provided in Section 2.04 of these Bylaws. Class A members may not be expelled under any circumstance.

(b) Prior to expulsion of a member, the Board of Directors shall give such member at least fifteen (15) days notice prior thereto and the reasons thereof. Such member shall have the opportunity to be heard, orally or in writing, not less than five (5) days before the effective date of expulsion by the Board.

(c) The notice required pursuant to Subsection (b) of this section of these Bylaws may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail sent to the last known address of the member shown on the Cooperative's records.

Section 2.04. Effect of Termination.

If a membership is terminated for any reason set forth in this Article of the Bylaws, the member or its estate, as the case may be, shall be entitled to refund of its membership fee (and any service security deposit, if any, previously paid to the Cooperative), less any amounts due the Cooperative; but neither the member nor its estate, as the case may be, shall be released from any debts or other obligations then remaining due the Cooperative.

ARTICLE III. MEMBERSHIP MEETINGS AND MEMBERS

Section 3.01. Location.

Meetings of members shall be held at a location to be determined by the Board of Directors, within the Cooperative's Service area.

Section 3.02. Regular Annual Meetings.

(a) A regular meeting of members shall be held annually on the first Wednesday in October at 1:00 p.m. for the purpose of transacting any proper business, including the election of Directors, which may come before the meeting. If the day fixed for the regular meeting falls on a legal holiday, the meeting shall be held at the same time and place on the next day.

(b) At each regular annual meeting the meeting will start with a public comment session in which any person may address the membership and directors. This portion of the annual meeting shall not last more than two (2) hours. The directors shall create and approve a procedure by which the public can request to address the membership. Notice that this portion of the meeting shall be included in the notices that are sent to the members, to the governing bodies of the Class A members and shall be posted at the Cooperative's principal place of business as required by Section 3.05.

Section 3.03. Special Meetings.

Special meetings of members for any lawful purpose may be called by the Board of Directors, the President, or by five percent (5%) or more of the members. The Board of Directors shall call a special meeting of members for the purpose of election of directors, within thirty (30) days following the first date on which the Cooperative has admitted members to all classes.

Section 3.04. Time for Notice of Meetings.

Whenever members are required or permitted to take action at a meeting, a written notice of the meeting shall be given not less than ten (10) nor more than ninety (90) days before the date of the meeting to each member who is entitled to vote on the record date for notice of the meeting. In the case of a specially called meeting of members, within twenty (20) days after receipt of a written request, the Secretary shall cause notice to be given to the members entitled to vote that a meeting will be held at a time fixed by the Board of Directors not less than thirty-five (35) nor more than ninety (90) days after receipt of the request.

Section 3.05. Method of Giving Notice.

Notice shall be given either personally, by mail or by email (as prescribed by Section 12461 of the California Corporations Code) or other written communication to the address of a member appearing on the books of the Cooperative or provided by the member. If no address appears or is given, notice shall be given at the principal office of the Cooperative. Notice shall also be posted conspicuously at the Cooperative's principal office. If and when requested by a Class A member, written notice shall also be faxed or emailed to that member's governing board.

Section 3.06. Record Date for Notice.

The record date for determining the members entitled to notice of any meeting of members is thirty (30) days before the date of the meeting.

Section 3.07. Contents of Notice.

The notice shall state the place, date, and time of the meeting. The notice of a regular meeting shall state any matters that the Board of Directors, at the time of giving notice, intends to present for action by the members. The notice of a special meeting shall state the general nature of the business to be transacted. The notice of any meeting at which Directors are to be elected shall include the names of all nominees at the time of giving notice.

Section 3.08. Waivers and Consents.

The transactions of a meeting, whether or not validly called and noticed, are valid if a quorum is present and each of the absent members who are entitled to vote, either before or after the meeting, signs a written waiver of notice or a consent to the holding of the meeting. All waivers and consents shall be filed with the corporate records or made a part of the minutes of the meeting. A member's attendance at a meeting shall constitute a waiver of notice of and presence at the meeting, unless the member objects at the beginning of the meeting. However, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice but not included, if an objection is made at the meeting.

Section 3.09. Quorum at Meeting.

Members representing at least thirty-three percent (33%) of the voting power shall constitute a quorum at a meeting of members. Any Bylaw amendment to increase the quorum may be adopted only by approval of the members. When a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting and entitled to vote shall be the act of the members, unless provided otherwise by these Bylaws or the law.

Section 3.10. Loss of Quorum at Meeting.

The members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, if the action taken, other than adjournment, is approved by at least a majority of the members required to constitute a quorum.

Section 3.11. Adjournment for Lack of Quorum.

In the absence of a quorum, any meeting of members may be adjourned by the vote of a majority of the votes represented in person, but no other business may be transacted except as provided in Section 4.10 of these Bylaws.

Section 3.12. Adjourned Meetings.

The corporation may transact any business at an adjourned meeting that could have been transacted at the original meeting. When a meeting is adjourned to another time or place, no notice is required if the time and place are announced at the original meeting. If the adjournment is for more than forty-five (45) days or if a new record date is fixed, a notice of the adjourned meeting shall be given to each member of record entitled to vote at the meeting.

Section 3.13. Voting of Memberships.

(a) Each member of the Cooperative is entitled to one (1) vote on each matter submitted to a vote of the members.

(b) If a membership stands of record in the names of two (2) or more persons whether fiduciaries, members of a partnership, joint tenants, tenants in common, husband and wife as community property, tenants by the entirety, persons entitled to vote under an agreement, or otherwise, or if two (2) or more persons have the same fiduciary relationship respecting the same membership, unless the Secretary is given written notice to the contrary and furnished with a copy of the instrument or order appointing them or creating the relationship, the vote of one (1) joint holder will bind all, when only one (1) votes, and the vote of the majority will bind all, when more than one (1) joint holder votes.

(c) The record date for determining the members entitled to vote at a meeting or cast written ballots is twenty (20) days before the date of the meeting or the day on which the first ballot is mailed or solicited.

(d) Cumulative voting shall not be permitted for any purpose.

(e) Voting by proxy shall not be permitted for any purpose.

(f) Each non-individual member shall be represented at member meetings of the Cooperative by one (1) voting delegate designated by the member's board of directors, or its appropriate governing body. Upon becoming a member, the

Secretary, or equivalent corporate officer, of each non-individual member shall certify to the Secretary of the Cooperative the name and address of the delegate designated by it to represent it at member meetings of the Cooperative and the date of expiration of the term of such delegate. The Secretary or equivalent corporate officer of such member shall advise the Secretary of the Cooperative promptly in writing of any change in its delegate. Each member may, at any time by resolution of its Board of Directors, or its appropriate governing body, terminate the appointment of its delegate after which it shall notify the Cooperative of the action in writing.

(g) The matters to be voted on by the members shall be noticed and undertaken in accordance with the provisions of Corporate Code Sec. 12461 through 12466, and the other Sections of the Corporate Code referenced therein.

Section 3.14. Use of Written Ballots at Meetings.

A combination of written ballot and personal voting may be used at any regular or special meeting of members, and may be used for the election of Directors. Prior to the meeting, the Board of Directors may authorize distribution of a written ballot to every member entitled to vote. The ballots shall be distributed in a manner consistent with the provisions of Sections 3.05, 3.17(b), and 3.19 of these Bylaws. When ballots are distributed, the number of members voting at the meeting by written ballot shall be deemed present at the meeting for purposes of determining a quorum but only with respect to the proposed actions referred to in the ballots.

Section 3.15. Contents of Written Ballot Used at Meetings.

Any written ballot used at a meeting shall set forth the proposed action to be taken, provide an opportunity to specify approval or disapproval of the proposed action, and state that unless revoked by the member voting in person, the ballot will be counted if received by the Cooperative on or before the time of the meeting.

Section 3.16. Action by Ballot without Meeting.

Any action that may be taken at any regular or special meeting, including election of Directors, may be taken without a meeting through distribution of a written ballot to every member entitled to vote on the matter. The Secretary shall cause a vote to be taken by written ballot on any action or recommendation proposed in writing by at least twenty percent (20%) of the members.

Section 3.17. Written Ballot Used without Meeting.

(a) Any ballot used without a meeting shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Cooperative.

(b) The form of written ballot distributed to ten (10) or more members (where the Cooperative has at least 100 members) shall afford an opportunity to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time of distribution, to be acted on by the ballot. The form must also provide that whenever the person solicited specifies a choice with respect to any matter, the vote will be cast in accordance with that choice.

(c) A written ballot cannot be revoked. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Section 3.18. Solicitation of Written Ballots.

Ballots shall be solicited in a manner consistent with Sections 4.05, 4.17(b), and 4.19 of these Bylaws. The solicitations shall indicate the number of responses needed to meet the quorum requirement and specify the time by which the ballot must be received to be counted. Ballots other than for the election of Directors shall state the percentage of approvals necessary to pass the measure.

Section 3.19. Withholding Vote.

In an election of Directors, any form of written ballot, which names the candidates for Director and which the member has marked "withhold" (or otherwise indicated that the authority to vote in the election of Directors is withheld) shall not be used for voting in that election.

Section 3.20. Appointment of Inspectors of Election.

In advance of any meeting of members, the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment. If inspectors are not appointed or if any appointed persons fail to appear or refuse to act, the chairperson of the meeting may and, on the request of any member, shall, appoint inspectors at the meeting.

Section 3.21. Duties of Inspectors of Election.

The inspectors shall determine the number of memberships outstanding and the voting power of each, the number represented at the meeting, and the existence of a quorum. They shall receive votes, ballots, and consents, hear and determine all challenges and questions regarding the right to vote, count and tabulate all votes and consents, determine when the polls will close, and determine the result. They may do those acts which are proper to conduct the election or vote with fairness to all members. The inspectors shall perform these duties impartially, in good faith, to the best of their ability, and as expeditiously as is practical.

ARTICLE 4. DIRECTORS

Section 4.01. Number.

The Cooperative shall have a minimum of five (5) and a maximum of eleven (11) Directors, collectively known as the Board of Directors. The exact number of directors shall initially be set at five (5) until such time as the Cooperative begins providing Services.

The exact number of directors may be modified by a majority vote of the Board of Directors, except as otherwise required by applicable law.

At such time as members have been admitted in all classes, the exact number of directors shall be eleven (11).

The Board of Directors shall be expanded to include the appointees of the Class A members, as contemplated by Section 4.04 below, at such time as each Class A member has provided written notice to the Cooperative of its designated appointee, understanding that each such Class A member may exercise this right in its own regard, independent of the other Class A members.

Section 4.02. Qualifications.

Directors shall have reasonable knowledge and experience in managerial, technical or operational aspects of the communications industry, or in financial, governmental, or legal matters. Within this guiding principle, the Board of Directors may prescribe more specific qualifications in the nomination and election procedures referenced in Section 4.03 of these Bylaws.

Section 4.03. Nomination.

(a) The Board of Directors shall prescribe reasonable nomination and election procedures for the election of Directors given the nature, size, and operations of the Cooperative. The procedures shall include: (1) a reasonable means of nominating persons for election as Directors, (2) a reasonable opportunity for a nominee to communicate the nominee's qualifications and the reasons for the nominee's candidacy to the members, (3) a reasonable opportunity for all nominees to solicit votes, (4) a reasonable opportunity for all the members to choose among the nominees.

(b) When the Cooperative distributes any material soliciting a vote for any nominee for Director in any publication owned or controlled by the Cooperative, it shall make available to each other nominee, in the same material, an equal amount or space with equal prominence to be used by the nominee for a purpose reasonably related to the election. The Cooperative shall mail within ten (10) business days to all members any material related to the election which a nominee for Director has furnished, upon written request and payment of mailing costs by the nominee, or allow the nominee to obtain the names, addresses, and voting rights of members within five (5) business days after the request.

Section 4.04. Election.

Except as otherwise specified below, the Directors shall be elected at the annual meetings or by written ballot in accordance with Sections 3.16-3.19 of these Bylaws, at the special meeting required by Section 3.03 of these Bylaws, or, prior to the admittance of members, as set forth in Sections 4.01 and 4.21 of these Bylaws. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected.

From and after the special meeting of the Members required by Section 3.03 of these Bylaws, the exact number of Directors shall be eleven (11), elected as follows:

(a) Class A Members Inyo County, Mono County and Kern county shall appoint three (3) of the initial total of eleven (11) Directors (the "Class A Directors"). Each such County shall have the right to appoint one Class A Director. If any other counties elect to become Class A members, those counties shall jointly have the right to appoint the fourth Class A Director, with each such county have one equal vote for the fourth Class A Director, in the manner provided herein. The governing board of each Mono, Inyo and Kern Counties shall appoint one Director to serve at the pleasure of that County's governing board. A Class

A member shall not appoint an individual whose status with the Class A Member would cause the Cooperative to be subject to the Brown Act (Cal. Govt. Code §§ 54950 - 54962.

(b) Class B Members shall elect two(2) of the total of eleven (11) Directors (the "Class B Directors").

(c) Class C Members shall elect two (2) of the total of eleven (11) Directors (the "Class C Directors").

(d) Class D Members shall elect two (2) of the total of eleven (11) Directors (the "Class D Directors").

(e) All Members together shall elect one (1) At-large Director; provided, however, that at such time as the Class D Membership ceases to exist, the number of At-large Directors shall be increased to three (3).

At the special meeting of the Members required by Section 3.03 of these Bylaws, the eleven (11) Directors shall be elected, four (4) of whom shall be elected for a three (3) year term, four (4) of whom shall be elected for a two (2) year term and (3) of whom shall be elected for a one (1) year term, as follows:

- all Class A Directors and one (1) Class D Director shall be elected to a three (3) year term;
- one (1) Class B Director, one (1) Class C Director and one (1) At-large Director shall be elected to two (2) year terms;
- one (1) Class B Director, one (1) Class C Director and one (1) Class D Director shall be elected to one (1) year terms.

Thereafter, the term of each Director shall as set forth in Section 4.05 of these Bylaws. Notwithstanding the foregoing, Class A members Mono, Inyo and Kern County shall have the right to change its Director at any time prior to the end of that appointed Director's three (3) year term. The fourth Class A Director may be changed by a majority vote of the Class A members that elected that Director.

Section 4.05. Terms of Office.

Subject to the initial staggered election terms of Section 4.04 above, the terms of office for Directors shall be three (3) years. Each Director shall hold office until the expiration of the term for which elected and until the election and qualification of a successor.

The term of office for those Directors serving on the Board prior to the admittance of Members shall be through the date of the special meeting of the Members required by Section 3.03 of these Bylaws.

Section 4.06. Compensation.

The Directors shall be paid compensation of a yearly stipend of Two Thousand Dollars (\$2,000.00), plus a fee of One Thousand Dollars (\$1,000.00) per meeting. Directors shall not be paid additional compensation for actions taken without a meeting. Directors shall also be reimbursed by the Cooperative for their actual and reasonable expenses incurred in the performance of their duties as Directors of the Cooperative. Officers of the Cooperative may also be reimbursed for such expenses. A Class A member shall have the option of altering the compensation

payable to its appointed director if that member determines that its director cannot receive the compensation provided for in this Section. A Class A member, may choose, upon giving written notice to the Cooperative, that the compensation for its director shall be either a) eliminated, b) reduced to a lesser specified amount, or c) paid directly to the Class A member.

Section 4.07. Call of Meetings.

Meetings of the Board of Directors may be called by the President, any Vice-President, the Secretary, or any two Directors.

Section 4.08. Place of Meetings.

Meetings of the Board of Directors may be held at any place designated in the notice of the meeting, or, if not stated in a notice, by resolution of the Board. At such time as the Cooperative begins to provide Services, meetings of the Board of Directors shall be held within the Cooperative's service area.

Section 4.09. Presence at Meetings.

Directors may participate at meetings of the Board through the use of conference telephone or other communications equipment, as long as all participating Directors can hear one another. Participation by communications equipment constitutes presence at the meeting.

Section 4.10. Regular Meetings.

Regular meetings of the Board of Directors shall be held, without call or notice, at the principal office of the Cooperative immediately following the annual meeting of members, as set forth in Section 3.02 of these Bylaws.

Section 4.11. Special Meetings and Notice.

Special meetings shall be held on four (4) days' notice by first-class mail or forty-eight (48) hours notice delivered personally or by telephone, facsimile or email. Notice of regular or special meetings need not be given to any Director who signs a waiver of notice, a written consent to holding the meeting, or an approval of the minutes (either before or after the meeting), or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to that Director. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 4.12. Quorum at Meetings.

A majority of the authorized number of Directors constitutes a quorum for the transaction of business.

Section 4.13. Acts of Board at Meetings.

Unless provided otherwise in the Articles of Incorporation, these Bylaws, or by law, every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present is the act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for the meeting or a greater number required by the Articles, these Bylaws, or by law.

Notwithstanding the foregoing and without regard to the quorum provision at Section 4.12, whenever the number of Directors is fixed at three (3) per Section 4.01 of these Bylaws, every act of the Board shall require the affirmative vote at least two (2) Directors.

Section 4.14. Adjournment of Meetings.

A majority of the Directors present, whether or not a quorum is present, may adjourn to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of adjournment.

Section 4.15. Action without Meeting.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all Directors individually or collectively consent in writing to the action. The consents shall be filed with the minutes of the proceedings of the Board. Action by written consent has the same force and effect as a unanimous vote of the Directors.

Section 4.16. Executive Committees.

(a) The Board of Directors may create one or more committees to serve at its pleasure by resolution adopted by a majority of the number of Directors then in office when a quorum is present. Such committees may include, among others, an executive committee, an audit committee, a compensation committee, and a governance committee. Each committee shall consist of three (3) or more Directors appointed by a majority vote of the Directors then in office.

(b) Any executive committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to the following actions:

- (1) The approval of any action for which the approval of the members or a majority of all members is required by law;
- (2) The filling of vacancies on the Board or in any committee that has the authority of the Board;
- (3) The fixing of compensation of the Directors for serving on the Board or on any committee;
- (4) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (5) The amendment or repeal of any resolution of the Board which by its express terms are not amendable or repealable;
- (6) The appointment of committees of the Board or the members of such committees;
- (7) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected;
- (8) The elimination of a permanent seat of a Class A Member on the Board of Directors or amending any other provision that expressly references Class A Members; or

(9) The elimination of the requirement that the Board of Directors approve the budget of the Executive Committee.

(c) After the completion of the special meeting of the members required under Section 3.03 of these Bylaws, the Board of Directors shall elect an Executive Committee of three members to be responsible for the operations of the Cooperative, in conjunction with its officers. Such executive committee shall consist of one Director from Class A, one from Class B, and one from Class D. At such time as Class D ceases to exist, the last member of the Executive Committee shall be an at large director.

Section 4.17. Resignation of Directors.

Any Director may resign effective upon written notice to the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of the resignation. If a resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 4.18. Removal of Directors.

(a) Class Members B, C, and D may remove their own respective Director(s) for cause by the vote of 2/3 of the Members of that Class or Classes, provided notice of the charges against the Director shall have been filed with the Secretary of the Corporation in writing, together with a petition signed by at least thirty-three percent (33%) of the Members of the Class or Classes, requesting removal of the Director. Such Director shall be informed in writing of the charges at least ten (10) days prior to the meeting at which the charges are to be considered and shall have an opportunity to be present and represented by counsel at the meeting and to present evidence relevant to the charges; and the person or persons bringing the charges shall have the same opportunity by the class of Members which elected such Director. The question of the removal of such Director shall be considered and voted upon at the meeting by the class or classes of Members which elected such Director.

The Board of Directors shall have the right to require a Class A Member to remove its appointed director and to require that Class A member appoint a different person to serve on the Board. Such Director shall only be removed for cause pursuant to the provisions of California Corp. Code Sec. 12361 or Section 4.20 of these Bylaws by the vote of 2/3 of the other Directors, provided notice of the charges against the Director shall have been filed with the Secretary of the Corporation in writing, together with a petition signed by at least thirty-three percent (33%) of the other Directors. Such Director shall be informed in writing of the charges at least ten (10) days prior to the meeting at which the charges are to be considered and shall have an opportunity to be present and represented by counsel at the meeting and to present evidence relevant to the charges; and the person or persons bringing the charges shall have the same opportunity. The question of the removal of such Director shall be considered and voted upon at the next meeting of the Board of Directors. In no event shall the removal of a Class A Director extinguish the right of a Class A member to appoint its director.

(c) Once a Director has been removed for cause pursuant to this Section, he or she shall not be allowed to serve on the Board at any time thereafter.

Section 4.19. Cause of Vacancies on Board.

Vacancies on the Board of Directors shall exist on the death, resignation, termination of membership, or removal of a Director; whenever the authorized number of Directors is increased; whenever the Board declares an office vacant pursuant to Section 4.20 of these Bylaws; and on the failure of the members to elect the full number of Directors authorized.

Section 4.20. Declaration of Vacancies.

The Board of Directors may declare vacant the office of any Director whose eligibility for election has ceased, who has been declared of unsound mind by a final order of court, who is convicted of a felony, who has been absent from thirty-three percent (33%) or more regular or special meetings of the Board in any 12-month period or who is removed pursuant to the provisions of California Corp. Code Sec. 12361.

Section 4.21. Filling Vacancies on Board.

Except for vacancies created by removal of a Director pursuant to Section 4.18 of these Bylaws, vacancies may be filled by a majority of the Directors then in office, whether or not less than a quorum, or by a sole remaining Director. Vacancies created by the removal of a Director may be filled only by approval (as defined by Section 12224 of the California Corporations Code) of the members of the Class that elected the removed Director. The members may elect a Director at any time to fill any vacancy not filled by the Directors, except that a vacancy involving Class A director may only be filled by the governing board of the member county who appointed that director.

ARTICLE V. OFFICERS

Section 5.01. Titles.

The officers of the Cooperative shall be a Chair or President, Secretary, Chief Financial Officer, and any other officers with such titles and duties as determined by the Board of Directors and as may be necessary to enable it to sign instruments. The Chair or President is the Chief Executive Officer of the Cooperative and shall be elected from among those board members elected by the membership of the Cooperative (and, prior to the admission of members to the Cooperative, by a majority vote of the Board). The same person may hold any number of offices.

Section 5.02. Appointment and Resignation.

The officers shall be chosen by the Board of Directors and serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment. Any officer may resign at any time on written notice to the Cooperative without prejudice to the rights, if any, of the Cooperative under any contract to which the officer is a party.

ARTICLE VI. INDEMNIFICATIONS

The Cooperative shall indemnify, defend, and hold harmless present and former directors, officers, including the CEO, agents and employees ("protected persons") against liability to the extent that their acts or omissions constituting the grounds for alleged liability were performed in their official capacity and, if actionable at all, were based upon good faith business judgments or in the belief the acts or omissions were in the best interest of

the Cooperative or were not against the best interest of the Cooperative. However, except as provided by law, the Cooperative may not indemnify, defend, and hold harmless the protected person if the person did not reasonably believe the conduct to be in, or not opposed to the best interests of the Cooperative. The Cooperative shall not indemnify, defend or hold harmless any protected person with respect to criminal actions or proceedings. The Cooperative may purchase directors and officers insurance and any additional insurance necessary and appropriate to cover the forgoing indemnification.

ARTICLE VII. CORPORATE RECORDS AND REPORTS

Section 7.01. Required Records.

The Cooperative shall keep adequate and correct books and records of account and minutes of the proceedings of its members, Board of Directors, and committees of the Board. It shall also keep a record of the members, including the names, addresses, and number of shares held by each. The minutes shall be kept in written form. Other books and records shall be kept either in written form or in any other form capable of being converted into written form.

Section 7.02. Annual Report.

(a) For every fiscal years in which the Cooperative has members, the Cooperative shall notify each member yearly of the member's right to receive an annual financial report. The Board of Directors shall promptly cause the most recent annual report to be sent to a member on written request. The annual report shall be prepared no later than one hundred twenty (120) days after the close of the Cooperative's fiscal year.

(b) The annual report shall contain in appropriate detail all of the following: (1) a balance sheet as of the end of the fiscal year, an income statement, and a statement of changes in financial position for the fiscal year; (2) a statement of the place where the names and addresses of the current members are located; and (3) the statement required by Section 7.03 of these Bylaws; and (4) such additional financial information requested by the Class A members, or any of them, for their respective financial reporting purposes.

(c) The annual report shall be accompanied by an audited financial report performed by independent certified public accountants.

Section 7.03. Annual Statement of Transactions and Indemnifications.

In addition to the annual report described in Section 7.02 of these Bylaws, the Cooperative shall furnish annually (pursuant to Section 12592 of the California Corporations Code) to its members and Directors a statement of the transactions and indemnifications to interested persons. Such statement shall be mailed or delivered to members within one hundred twenty (120) days after the close of the fiscal year.

ARTICLE VIII. INSPECTION RIGHTS

Section 8.01. Articles and Bylaws.

The corporation shall keep at its principal office in California the original or a copy of its Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members at all reasonable times during office hours. If the Cooperative has no office in California, it shall furnish on the

written request of any member a copy of the Articles or Bylaws as amended to date.

Section 8.02. Books and Records.

The accounting books and records and minutes of proceedings of the members, the Board of Directors, and committees of the Board shall be open to inspection on the written demand of any member at any reasonable time, for a purpose reasonably related to that person's interests as a member. Every Director has the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind, and to inspect the physical properties of the Cooperative.

Section 8.03. Inspection of Membership List.

(a) Subject to the Cooperative's right to set aside a member's demand for inspection pursuant to Section 12601 of the California Corporations Code and the power of the court to limit inspection rights pursuant to Section 12602 of the California Corporations Code, and unless the Cooperative provides a reasonable alternative pursuant to Section 8.03(c) of these Bylaws, a member may do either or both of the following:

(1) Inspect and copy the record of all the members' names, addresses, and voting rights, at reasonable times, on making a written demand five (5) business days in advance which states the purpose for which the inspection rights are requested;

(2) Obtain from the Secretary, upon written demand and tender of a reasonable charge, a list of names, addresses, and voting rights of those members entitled to vote for the election of Directors, as of the most recent record date for which it has been compiled, or as of a date specified by the member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be made available on or before the later of ten (10) business days after the demand is received or after the date specified as the date as of which the list is to be compiled.

(b) The rights set forth in Subsection (a) of this Bylaw section may be exercised by any member or members possessing five percent (5%) or more of the voting power for a purpose reasonably related to the members' interest as members. The Cooperative may deny access to the membership list where it reasonably believes that the information therein will be used for another purpose or where the Cooperative provides a reasonable alternative pursuant to Section 8.03(c) of these Bylaws.

(c) The Cooperative may within ten (10) days after receiving a demand, deliver a written offer of an alternative method of achieving the purpose identified in the demand without providing access to or a copy of the membership list. An alternative method that reasonably and in a timely manner accomplishes the proper purpose set forth in a demand made pursuant to Section 8.03(a) of these Bylaws shall be a reasonable alternative; unless the Cooperative fails to do the things that it offered to do within a reasonable time after acceptance of the offer. Any rejection of the offer shall be in writing and indicate the reasons the proposed alternative does not meet the proper purpose of the demand.

(d) The Class A members shall have the right, if requested by a majority of the Class A Directors, to independently audit the books and records of the Cooperative at any time, but no more than once per year. The Cooperative shall

fully cooperate in such audits and promptly provide the documents and information requested by the Class A members. The documents may be provided by the Class A members only to the persons or entities that are performing the audit or as required by law under the California Public Records Act (Cal. Gov't Code § 6250, et seq. The costs of any such audit shall be borne by the Class A members requesting it and shall not be subject to reimbursement by the Cooperative unless the audit reports that the previously stated revenue or net income of the Cooperative varies by more than twenty percent from that found by the auditors employed by the Class A members. The audit shall employ certified public accountants, not in the employ or under other contract with any Class A member.

ARTICLE IX. NON-PROFIT OPERATION

Section 9.01. Fiscal Year.

The fiscal year of the Cooperative shall end at the close of the business day on the last day of the month of June of each year.

Section 9.02. Interest or Dividends on Capital Prohibited.

The Cooperative shall at all times be operated on a Cooperative non-profit basis for the mutual benefit of its members. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its members.

Section 9.03. Patronage Capital.

In the furnishing of broadband services, the Cooperative's operations shall be so conducted that all members will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all its members, for all amounts received and receivable from the furnishing of broadband services in excess of operating cost and expenses properly chargeable against the furnishing of broadband services. Member-sourced amounts in excess of the operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the members as capital. The Cooperative is obligated to pay by credits to a capital account for each member all such amounts in excess of operating costs and expenses.

All other amounts received by the Cooperative from non-member sourced activities in excess of costs and expenses shall be (a) used to offset any losses incurred during the current or any prior fiscal year and (b) to the extent not needed for that purpose, allocated by the Board either (1) to its members on a patronage basis and any amount so allocated shall be included as part of the capital credited to the accounts of members, as herein provided, or (2) to a permanent capital account to be held as unallocated equity capital. The Board, in its discretion, may allocate all amounts received and receivable from non-member sourced activities. The amount of any unallocated equity capital shall not be subject to distribution as patronage capital credits but shall be returned to the members and former members in proportion to their patronage upon dissolution of the Cooperative.

The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each member is clearly reflected and credited in an appropriate record to the capital account of each member and the Cooperative shall within a

reasonable time after the close of the fiscal year, notify each member of the amount of capital so credited to his account. All such amounts credited to the capital account of any member shall have the same status as though they had been paid to the member in cash in pursuance of a legal obligation to do so and the member had then furnished the Cooperative corresponding amounts for capital.

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members; PROVIDED, insofar as gains may at that time be realized from the sale of any appreciated asset, such gains shall be distributed to all persons who were members during the period the asset was owned by the Cooperative in proportion to the amount of business done by such members during that period insofar as is practicable, as determined by the Board of Directors, before any payments are made on account of property rights of members.

If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital credited to patrons' accounts may be retired in full or in part in a manner as may be determined by the Board of Directors, including retirement on a discounted basis, except that any such capital retired to a member shall first be applied to any outstanding balance due the Cooperative, together with interest at the legal rate of interest allowed on judgments in the state of California in effect when such amount became overdue, compounded annually. In no event, however, may any such capital be retired unless after the proposed retirement, the capital of the Cooperative shall equal at least thirty per cent (30%) of the total assets of the Cooperative.

Except for the Class A Members, each person who becomes a member of this Cooperative consents to include in his or her gross income for federal income tax purposes the amount of any capital credit paid to him or her by this Cooperative in money (by retirement, as set forth above) or by written notice of allocation (as defined in the Internal Revenue Code), except to the extent that such capital credit is not income to the member pursuant to the Internal Revenue Code. The term "capital credit," as used herein, shall have the same meaning as the term "patronage dividend," as used in the Internal Revenue Code.

Capital credited to the account of each member shall be assignable only on the books of the Cooperative, pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or a part of such member's premises served by the Cooperative unless the Board, acting under policies of general application, shall determine otherwise.

Section 9.04. Escheat.

This Bylaw is intended to comply with California Corporation Code Section 12446. If a member cannot be located for a period of two (2) years as evidenced by the return of his/her mail and by no record of business transacted at the Cooperative, thereafter the Cooperative shall do the following:

- (a) The Cooperative shall place that member on inactive status; and
- (b) The Cooperative shall give to the affected member at least one hundred twenty (120) days prior notice of the Cooperative's proposed transfer date of the proprietary interest to the Cooperative. Notice shall be provided by first or second class mail to the last address of the member shown in

the corporation records and by publication in the newspaper of general circulation in which the Cooperative has its principal office, and, in addition, in the county in which the member received service. Notice given in the foregoing manner shall be deemed actual notice.

No proprietary interest shall become the property of the Cooperative if written notice objecting thereto is received by the corporation from the affected member prior to the date of the proposed transfer. If there is no objection to the transfer of the proprietary interest from the member to the corporation, then said proprietary interest shall become the property of the corporation on the transfer date, which shall be at least one hundred twenty (120) days from the date of notice.

A proprietary interest shall mean and include any membership, membership certificate, membership share, share certificate or any share certificate of any class representing a proprietary interest in and issued by the corporation together with all accrued and unpaid dividends and patronage distributions (capital credit retirements) relating thereto.

ARTICLE X. DISPOSITION OF PROPERTY

(a) The Board of Directors shall have full power and authority, without authorization by the members, to authorize the execution and delivery of a mortgage or mortgages, or a deed or deeds of trust, or the pledging or encumbering of any or all of the property, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired and wherever situated, as well as the revenues therefrom, all on such terms and conditions as the Board of Directors shall determine, to secure any indebtedness of the Cooperative.

(b) The Cooperative may not otherwise sell, lease, or dispose of more than fifteen (15%) percent of the Cooperative's total assets, less depreciation, as reflected on the books of the Cooperative at the time of the transaction, unless such sale, lease or other disposition is authorized by the affirmative vote of not less than a majority of the members voting on the transaction if the number of members voting to approve it constitute a majority of all the members of the Cooperative. The notice of such proposed sale, lease, or other disposition shall be contained in the notice of the meeting.

(c) Notwithstanding the foregoing, the Cooperative shall not have the right, authority or permission to sell lease, or dispose of any asset belonging to the Class A Members, or any of them, without the express written agreement of the Board of Supervisors of the affected Class A Member(s). Nothing in these Bylaws is intended to or shall be deemed to grant such authority to the Cooperative or its Board of Directors.

A special meeting may be called by the Board of Directors in compliance with applicable law where the approval of the members is necessary under this Article.

ARTICLE XI. BYLAW CHANGES

Section 11.01 Bylaw Changes by the Board.

Prior to the admittance of members to the Cooperative, the Bylaws shall be adopted, amended, or repealed by the Board of Directors. After the admittance of

members to the Cooperative, the Bylaws shall be adopted, amended, or repealed by the Board of Directors unless the action would:

(a) materially and adversely affect the rights or obligations of members as to voting, dissolution, redemption transfer, distributions, patronage distributions, patronage, property rights, or rights to repayment of contributed capital;

(b) increase or decrease the number of members or shares authorized in total or for any class;

(c) effect an exchange, reclassification, or cancellation of all or part of the memberships or shares;

(d) authorize a new class of memberships or shares;

(c) change the minimum or maximum number of Directors;

(f) extend the term of a Director beyond that for which the Director was elected or increase the terms of the Directors;

(g) allow all or any portion of the Directors to hold office by virtue of designation or selection rather than by election by the members;

(h) allow the Board to fill vacancies occurring in the Board by reason of the removal of Directors;

(i) eliminate the permanent seat of a Class A Member on the Board of Directors or amend or repeal any provision that expressly references Class A Members; or

(j) eliminate the requirement that the Board of Directors approve the budget of the Executive Committee.

Section 11.02. Bylaw Changes by the Members.

Where the Board of Directors is denied the right to adopt, amend, or repeal these Bylaws pursuant to Section 11.01 of these Bylaws, these Bylaws shall be adopted, amended, or repealed by approval of the members.

CERTIFICATE OF SECRETARY OF CALIFORNIA BROADBAND COOPERATIVE, INC.

I hereby certify that I am the duly elected and acting Secretary of this Cooperative and that the foregoing Bylaws constitute the Amended and Restated Bylaws of this Cooperative, as duly adopted by the Board of Directors on November 11, 2011.

Dated: November 11, 2011.


Michael Ort, Secretary



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

For Clerk's Use
Only:
AGENDA NUMBER

29

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **October 7, 2014**

SUBJECT: Software Maintenance Agreement for IFAS financial System

DEPARTMENTAL RECOMMENDATION:

A) Request your Board ratify the renewal of a Software Maintenance Agreement between SunGuard Public Sector and the County of Inyo for the County's enterprise accounting system IFAS for the period July 1, 2014 through June 30, 2015 in an amount not to exceed \$35,926 contingent on Board approval of FY 2014-15 budget.

SUMMARY DISCUSSION:

The annual maintenance agreement is to ensure basic software support is available and provided by the vendor throughout the agreement period. The maintenance agreement is renewed automatically each year, unless formally terminated by either party prior to 30 days of the automatic renewal. The cost of the annual maintenance is defined in the Licensing Agreement signed by the County in 2006: "SunGard reserves the right to increase Annual Support upon each renewal by an amount equal to the change in the Consumer Price Index (CPI-W for Selected Areas, West Urban, all items) published by the U.S. Bureau of Labor Statistics, over the prior year, plus two percent (2%)." Additionally, because the County is more than two (2) New releases behind the then-current New release, an additional surcharge of 10% is imposed.

As printed, the invoice for the annual maintenance shows a total of \$34,595.12; however; the sales tax calculated on the invoice is based on the rate of Lake Mary, Florida rather than the 8% rate the Auditor is required to pay. As a result, the total amount incurred by the County for annual maintenance is \$35,925.70.

ALTERNATIVES:

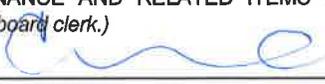
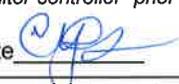
Your Board could choose not to approve the software maintenance agreement in which case basic support of the software would have to be negotiated on an as-needed basis and might not be made available by the vendor.

OTHER AGENCY INVOLVEMENT:

All County departments use and rely heavily upon IFAS to conduct daily operations.

FINANCING:

The cost of the support service renewal for the period from 07/01/2014 – 06/30/2015 is requested in the Information Services FY 2014-15 budget [011801-5177] (Maint. of Computer Systems).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>9/25/14</u> Date <u></u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  _____ Date: 9/25/14
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

30

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 7, 2014

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Road eater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Road eater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 31

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 7, 2014

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Gully Washer Emergency, that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

SUMMARY DISCUSSION: - During your August 6, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Gully Washer Emergency, which was a result of flooding in the central, southern and southeastern portion of Inyo County during the month of July. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 32

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 7, 2014

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

SUMMARY DISCUSSION: - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

33

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 7, 2014

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

SUMMARY DISCUSSION: - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 20 copies of this document are required)

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
34

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

FROM: Inyo Recycling and Waste Management

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT:

Consideration and potential adoption of a Countywide Environmentally Preferable Purchasing Policy.

DEPARTMENTAL RECOMMENDATION:

Request the Board consider and adopt a Countywide Environmentally Preferable Purchasing Policy.

SUMMARY DISCUSSION:

In 1989, the State of California implemented AB939 (The Integrated Waste Management Act) which required all cities and counties to adopt Source Reduction and Recycling Elements stipulating programs to reduce landfilled waste by 50 percent by the year 2000. However, developing programs for recycling waste materials is only part of the process. In order to create a viable recycling program, markets for recycled materials must be supported to "close the loop" for implementing AB939.

By incorporating environmental considerations in public purchasing, Inyo County can meet these commitments and compliance with AB939, thereby reducing its burden on the local and global environment, creating markets for recycled materials, removing unnecessary hazards from its operations, protecting public health, reducing costs and liabilities, and potentially improving the environmental quality of the region. This policy is an effective way to direct the County's effort in procuring environmentally preferable products and services.

Official adoption of an Environmentally Preferable Purchasing Policy (EPPP) is a requirement that must be met to be considered for grants through CalRecycle. By adopting an EPPP Inyo County will have access to more grants that will help Inyo County increase the infrastructure required to meet State of California laws for recycling. This policy will work in conjunction with the County Purchasing and Contract Procedures Manual.

ALTERNATIVES:

Your board could choose to not adopt an Environmentally Preferable Purchasing Policy, by doing so Inyo County will be ineligible for Cal Recycle grants.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There are no costs involved with the proposed policy.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Pam Hematy

Date: 10/2/14

Environmentally Preferable Purchasing Policy.

PURPOSE

The purpose of this policy is to ensure the County's procurement activities, to the extent practicable, consider and minimize environmental impacts, and further local, as well as mandated state and federal environmental policies, by supporting the acquisition of products and services:

- reduce toxicity;
- decrease landfill volumes;
- conserve natural resources, materials, and energy;
- maximize recyclability and recycled content;
- support markets for recycled goods and other environmentally preferable products and services.

DEFINITIONS

The following terms shall have the assigned definitions for all purposes under this policy:

- (a) ***Inyo County*** means the County of Inyo and all departments, districts, institutions, services, commissions and personnel of the County over which the Board of supervisors has responsibility and control.
- (b) ***Elemental Chlorine Free (ECF)*** means bleaching processes replace elemental chlorine gas with a chlorine derivative as the bleaching agent. There is a wide range of different bleaching sequences covered under this term. While all ECF processes significantly reduce the amount of dioxins created in the bleaching process, those that include enhanced processes such as extended and oxygen delignification achieve the greatest reduction.
- (c) ***Energy Star*** means the U.S. EPA's energy efficiency product labeling program described at <http://www.energystar.gov>.
- (d) ***Environmentally Preferable Products and Services*** means products and services that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
- (e) ***Forest Stewardship Council*** means the global organization that certifies responsible, on-the-ground forest management according to rigorous standards developed by a broad variety of stakeholder groups. See <http://www.fscus.org/>.

- (f) **Green Seal** means an independent, non-profit environmental labeling organization. Green Seal standards for products and services meet the U.S. EPA's criteria for third-party certifiers. The Green Seal is a registered certification mark that may appear only on certified products. See <http://www.greenseal.org/> for information on the organization's programs and standards.
- (g) **Life Cycle Cost** means the amortized annual cost of a product, including capital costs, installation costs, operating costs, maintenance costs, and disposal costs discounted over the lifetime of the product.
- (h) **Postconsumer Material** means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.
- (i) **Practicable** means sufficient in performance and available at a reasonable price.
- (j) **Pre-consumer Material** means material or by-products generated after manufacture of a product is completed but not before the product reaches the end-use consumer. Pre-consumer material does not include mill and manufacturing trim, scrap, or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- (k) **Processed Chlorine Free (PCF)** means a recycled product in which the recycled content is produced using no chlorine or chlorine derivatives. Any virgin content in the product must also be produced using no chlorine or chlorine derivatives.
- (l) **Recyclable Product** means a product which, after its intended end use, can demonstrably be diverted from the Inyo County solid waste stream for use as a raw material in the manufacture of another product.
- (m) **Recycled Material** means material and byproducts that have been recovered or diverted from solid waste, and have been utilized in place of raw or virgin material in manufacturing a product. It is derived from post-consumer recycled material, manufacturing waste, industrial scrap, agricultural waste, and other waste material, but does not include material or byproducts generated from, and commonly reused within, an original manufacturing process.
- (n) **Remanufactured Product** means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.
- (o) **Virgin Material** means any resource extracted from nature in its raw form such as timber, metal ore or fossil fuels. Virgin Material is used in the form of raw material in the manufacture of new products.

POLICY

Inyo County commits to:

- (a) Procure environmentally preferable products and services whenever costs are comparable based on criteria have been established by governmental or other widely recognized authorities (e.g. Energy Star, EPA Eco Purchasing Guidelines).
- (b) Integrate environmental factors into the County's buying decisions where external authorities have not established criteria. Examples:
 - replacing disposables with reusable's or recyclables;
 - supporting eco-labeling practices by buying products bearing such labels in preference to others, where they are available and provide value for money
 - taking into account life cycle costs and benefits;
 - evaluating, as appropriate, the environmental performance of vendors in providing products and services;
- (c) Raise staff awareness on the environmental issues affecting procurement by providing relevant information and training;
- (d) Encourage suppliers and contractors to offer environmentally preferable products and services at competitive prices;
- (e) Encourage providers of services to consider environmental impacts of service delivery.
- (f) Comply with all environmental legislative and regulatory requirements in the procurement of products and services.

Nothing in this policy shall be construed as requiring a department contractor to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time, or otherwise contradict the County Purchasing Policy.

Procedures and Guidelines may be established as deemed necessary, by the Purchasing Agent or designee, to ensure the continuation of a strong Environmental Procurement Program.

Responsibility

All Inyo County departments shall identify and purchase the most environmentally responsible products and services that are available for the intended purpose and that meet the performance

requirements at a competitive price. Factors that should be considered when determining the environmentally preferable good or service include, but are not limited to:

- Minimization of virgin material use in product or service life cycle
- Maximization of recycled products used in product or service life cycle
- Environmental cost of entire product or service life cycle
- Reuse of existing products or materials in product or service life cycle
- Recyclability of product
- Minimization of packaging
- Reduction of energy/water consumption
- Toxicity reduction or elimination
- Elimination of uncertified hardwoods in product or service life cycle
- Durability and maintenance requirements
- Impacts of the ultimate disposal of the product

Purchasing Division Responsibilities:

- (a) Inform departments and contractors of their responsibilities under this policy and provide implementation assistance.
- (b) Require the use of recycled materials and recycled products by incorporating them in bid specifications where practicable.

Department Responsibilities:

- (a) Evaluate each requested product and service to determine the extent to which the specifications could include an environmentally preferable option.
- (b) Determine standard at which products are considered environmentally preferable and use in selective criteria where practicable
- (c) Expand the awareness and use of environmentally preferable products.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 35

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

FROM: CLERK OF THE BOARD
 By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors Meetings as follows: A) Regular Meeting of September 2, 2014; B) Special Meeting – Budget Hearings of September 3, 2014; C) the Special Meeting of September 5, 2014; D) the Regular Meeting of September 9, 2014; and E) the Regular Meeting of September 16, 2014.

SUMMARY DISCUSSION: - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

36

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

FROM: HEALTH & HUMAN SERVICES – Mental Health

FOR THE BOARD MEETING OF: October 7, 2014

SUBJECT: Ordinance establishing fees for the Inyo County Mental Health Program

DEPARTMENTAL RECOMMENDATION:

Request Board A) conduct a public hearing on an ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Ordinance No. 1185, and Revising Inyo County Community Mental Health Services Fees;" and B) waive the first reading of the ordinance and schedule the adoption for 11:30 a.m., Tuesday, October 14, 2014, in the Board of Supervisors Room, at the County Administrative Center, in Independence.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Effective in Fiscal Year 2012/13, Assembly Bill (AB) 1297 directed the Department of Health Care Services (DHCS) to reimburse Short Doyle Medi-Cal Federal Financial Participation (FFP) to County Mental Health Plans (MHP's) based upon their certified actual costs. To accomplish this, DHCS decided to use counties' most recently filed cost report rates adjusted for inflation as a reasonable method to approximate counties' actual costs. MHSD Information Notice No.: 12-06 outlines this methodology in detail. The DHCS interim rates for each fiscal year serve as the new maximum counties are allowed to bill to Short Doyle Medi-Cal.

Inyo County Mental Health services fees were last updated in October 2013 to align with DHCS' recommended 2013/14 rates at that time. For Fiscal Year 2014/15, DHCS is using the most recently filed cost report from FY 2013/14 as the basis to approximate counties' actual costs. DHCS has already programmed the new rates for each county into the Short Doyle II billing system and are effective now for services provided after June 30, 2014. The interim payments derived from these new rates will be settled to the lower of costs via the annual cost report settlement process.

The changes to Inyo County's rates are as follows: Mental Health Services and Therapeutic Behavioral Services rates went from \$3.00 per minute to \$3.51 per minute; Medication Support rate went from \$5.94 per minute to \$5.90 per minute; Crisis Intervention rate went from \$4.00 per minute to \$3.85 per minute; and Case Management Brokerage rate went from \$3.78 per minute to \$4.84 per minute. Please note that differences between interim rates and actual costs will be recouped by the county and/or state at settlement time approximately 2 years later.

ALTERNATIVES:

Your board could deny this request; Inyo County Mental Health would continue to claim Short Doyle Medi-Cal – FFP funds at its 2013- board approved rates, except where they are higher than the new interim rates. Differences between what was paid and costs of services will likely be greater, and will be

recouped by the state and/or county at cost report settlement time, approximately 2 years later.

OTHER AGENCY INVOLVEMENT:

Department of Health Care Services

FINANCING:

Short Doyle Medi-Cal - Federal Financial Participation funds. Realignment and MHSA act as matching funds. The FFP revenue will be deposited in Mental Health (045200), object code Mental Health Medi-Cal (4748).

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> <i>Margaret Kemp-Williams</i> Approved: _____ ✓ _____ Date: <u>09/14/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner ^{DE}

Date:

9/29/14

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
REVISING INYO COUNTY COMMUNITY
MENTAL HEALTH SERVICE FEES

The Board of Supervisors of Inyo County ordains as follows:

Section I: INTENT

Inyo County currently charges mental health fees for mental health services provided by the County. These fees are only charged to those who are able to pay them. These fees were last adopted on October 3, 2013. The intent of this ordinance is to adjust those fees in accordance with Assembly Bill (AB) 1297, which directs the California Department of Health Care Services (DHCS) to reimburse Mental Health Plans (MHP) based upon an approximation of their actual costs. DHCS has determined that a reasonable approximation of the MHP's cost is the calculation of costs using its prior year's certified cost report. DHCS has released an Interim Rate table for Fiscal Year 2014/15 using Fiscal Year 2012/13 cost report. Inyo County Mental Health intends to charge fees in keeping with the designated rates that are set forth by DHCS.

Section II: PURPOSE

The purpose of this ordinance is to adjust fees, based on the rates set forth by DHCS for the provision of mental health services to recover the costs of providing the program.

Section III: AUTHORITY

Welfare and Institutions Code (W&I), Sections 5709 and 5710 authorize the County to charge for mental health services in accordance with W&I section 5720. DHCS considers the rates in the most recently filed certified cost reports as a reasonable means of approximating the County's certified public expenditures. DHCS will claim federal reimbursement for each MHP based upon an approximation of its actual cost of providing the services without exceeding the contract upper payment limit that is applied to each MHP.

Section IV: FEES

The County of Inyo Community Mental Health Program fees are hereby established as follows:

INYO COUNTY MENTAL HEALTH SERVICES SCHEDULE OF FEES

MODE OF SERVICE	SERVICE DESCRIPTION	FEE (per minute of service)
Outpatient Services	Mental Health Services	\$3.51
Outpatient Services	Therapeutic Behavioral Services	\$3.51
Outpatient Services	Medication Support	\$5.90
Outpatient Services	Crisis Intervention	\$3.85
Outpatient Services	Case Management Brokerage	\$4.84

Section V: SERVICE

The activities included within the Service Description are defined in Title 9, California Code of Regulations (CCR), Section 543: Title 22, CCR, Section 51341.

Section VI: UNITS OF SERVICE

The fee for each Service shall be the exact number of minutes used by staff providing a reimbursable services, pursuant to Title 9, CCR, Section 1840.316, and such amendments thereto and superseding documents as promulgated from time to time by the State of California, Department of Health Care Services.

Section VII: DETERMINATION OF FEE FOR INDIVIDUAL

The exact amount of the fee charged to each individual for a Service may be less than the maximum fee established pursuant to Section IV and VI herein, subject to the minimum annual fee for service set forth in this Section VII. Such exact fee for an individual shall be determined based upon ability to pay in accordance with the "Uniform Method of Determining Ability to Pay" pursuant to W&I Section 5724 and set forth in DMH Information Notice 98-13, and such amendments and/or superseding documents as promulgated from time to time by the State of California, Department of Health Care Services.

Section VIII: APPLICATION TO DEFINED SERVICES ONLY

This Ordinance shall apply only to the Services expressly designated and defined herein, and not to any other services and associated rates, fees, or charges which the County of Inyo is authorized to charge or collect pursuant to other applicable law.

Section IX: COUNTY ORDINANCE 1185 REPEALED

On the effective date of this Ordinance, Ordinance No. 1185, Revising Inyo County Community Mental Health Service Fees is repealed.

Section X: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect, except as herein limited, thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124 (b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this _____ day of _____, 2014.

AYES:
NOES:
ABSENT:
ABSTAIN:

Richard Pucci, Chair
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley, Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

38

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

FROM: Nathan D. Reade, Agricultural Commissioner

FOR THE BOARD MEETING OF: October 28, 2014

SUBJECT: Device Registration Fee Workshop

DEPARTMENTAL RECOMMENDATION:

Receive a presentation outlining the Weights & Measures Department's Device Registration Fee and provide guidance regarding potential future public hearings to alter these fees.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The California Business and Professions Code 12240 provides an allowable range of fees for the purposes of county cost recovery while carrying out weights and measures inspections. Fees are set from within this range through ordinance by the County Board of Supervisors in each county. This workshop will explain the authority to charge device registration fees, current rates of cost reimbursement, and seek to gather input from your board on current reimbursement rates and the potential for future hearings to adjust rates.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

FINANCING:

This item is only a workshop, and will not directly result in actions that may have fiscal impacts.

APPROVALS

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (*Must be reviewed and approved by county counsel prior to submission to the board clerk.*)

Approved: _____ Date _____

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 9-22-14

FILED

39

JUL 17 2014

INYO CO. CLERK
KAMMI FOOTE, CLERK

DEPUTY

RESOLUTION NO. 13-14

BY 

**A RESOLUTION OF THE GOVERNING BOARD OF THE
LONE PINE FIRE PROTECTION DISTRICT
ORDERING THAT THE SPECIAL ELECTION CALLED BY THE DISTRICT
TO BE CONDUCTED ON NOVEMBER 4, 2014
BE CONSOLIDATED WITH THE UNIFORM DISTRICT ELECTION LAW
ELECTION HELD ON THAT SAME DATE;**

WHEREAS, the Governing Board of the Lone Pine Fire Protection District of Inyo County (hereinafter referred to as "District") has ordered and called for a special election to be conducted within the boundaries of the District on November 4, 2014, for the purposes of submitting to the qualified voters of the District a measure imposing and levying a Special Emergency Response Services Tax upon fee simple interest in real property within the District, all as is set forth in the attached resolution of the District's Governing Board (Attachment 1);

WHEREAS, such special election is required to be consolidated with the Uniform District Election Law election held on November 4, 2014; and

WHEREAS, Health and Safety Code Section 13887 provides that the expense of such election shall be a charge against the District.

NOW, THEREFORE, THE GOVERNING BOARD OF THE LONE PINE FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:

Section 1. That the special election ordered and called by the Lone Pine Fire Protection District to be conducted on November 4, 2014, be consolidated with the Uniform District Election Law election on that same date; and that the District shall pay the County's expenses for conducting such consolidated special election.

PASSED AND ADOPTED this 16 day of July, 2014 by the following vote:

AYES: 4
NOES: 0
ABSENT: 1
ABSTAIN: 0


Chairperson
Lone Pine Fire Protection District Board

ATTEST: 
Secretary
Lone Pine Fire Protection District

LONE PINE FIRE PROTECTION DISTRICT
BALLOT MEASURE FOR NOVEMBER 4, 2014
CONSOLIDATED UDEL ELECTION

MEASURE 14-14

FILED

JUL 17 2014

INYO CO. CLERK
KAMMI FOOTE, CLERK

BY

DEPUTY

LONE PINE FIRE PROTECTION DISTRICT SPECIAL EMERGENCY RESPONSE SERVICES TAX

Shall the Lone Pine Fire Protection District (hereinafter "the District") impose and levy a Special Emergency Response Services Tax upon fee simple interests in real property within the District as follows?

1. Purpose of Tax: The Special Emergency Response Services Tax will enable the District to continue and improve and fund emergency services. The revenues from the Special Emergency Response Services Tax shall be used by the District for the purpose of obtaining, furnishing, operating, and maintaining ambulance services, emergency medical equipment, for paying the salaries and benefits to emergency response personnel, and for such other emergency response and prevention expenses of the District. The Revenues from this tax shall not be used for any other purpose. Without passage of this measure of the District may cease all emergency services and will cease ambulance services on January 1, 2015.
2. Taxable Property: The Special Emergency Response Services Tax is imposed upon all fee simple interests in real property located within the District's boundaries, except that the tax shall not be imposed upon property belonging to federal or state government agencies.
3. Annual Tax and Operative and Sunset Date: The Special Emergency Response Services Tax will be imposed, and levied annually each fiscal year, commencing July 1, 2015 and ending June 30, 2025.
4. Basis and Amount of Annual Tax: The Special Emergency Response Services Tax is imposed and levied annually upon each secured parcel of taxable property within the District at \$100 per parcel for the duration of the tax.
5. Tax Collection: The Special Emergency Response Services Tax shall be collected on behalf of the District by the County of Inyo in the same manner and subject to the same penalties interest, fees, and costs as, or with, other charges and taxes fixed and collected by the County. The County may deduct its reasonable costs incurred for such service before remitting the balance of the tax proceeds to the District.
6. Creation of Fund: The funds attributable to this tax shall be placed in a special account entitled "Special Emergency Response Services Tax Account" and used exclusively for the purposes set forth herein with annual reporting as required by Government Code sections 50075.1 and 50075.3.

A YES VOTE SUPPORTS THE TAX:

A NO VOTE DOES NOT SUPPORT THE TAX:

FILED

JUL 17 2014

ORDINANCE NO. 11-14

INYO CO. CLERK
KAMMI FOOT, CLERK
DEPUTY

**AN ORDINANCE OF THE LONE PINE FIRE PROTECTION DISTRICT
IMPOSING A SPECIAL TAX, FOR EMERGENCY RESPONSE SERVICES, UPON
PROPERTY WITHIN THE DISTRICT**

The Governing Board of the Lone Pine Fire Protection District of Inyo County ordains as follows:

SECTION I. TITLE AND APPLICATION.

This ordinance shall be known and may be cited as the Lone Pine Fire Protection District Emergency Response Services Tax Ordinance. The tax imposed by this ordinance is applicable to real property located within the boundaries of the Lone Pine Fire Protection District (hereinafter referred to as "the District").

SECTION II. AUTHORITY.

The District is a duly formed and organized Fire Protection District under the California Fire Protection District Law of 1987 Health and Safety Code Sections 13800-13970. Health and Safety Code Section 13801 provides that the provision of emergency response services, ambulance services, fire protection and other services related to the protection of lives is critical to the public peace, health, and safety of the state. Health and Safety Code Sections 13861 and 13862, empower District to provide emergency medical, ambulance, and other services to protect lives within its established boundaries. Where the revenues available to the District are inadequate to meet the costs of providing emergency response services, the District is authorized by Health and Safety Code Sections 13910, 13911 and 13913 to impose a special non ad valorem property tax pursuant to Government Code Sections 50075 and 50077, in accordance with Articles 13A Section 4 and 13C Section 2 of the California Constitution and Sections 53722 and 53724 of the Government Code. Such taxes are authorized by Health and Safety Code section 13899 to be collected at the same time and in the same manner as other county taxes.

SECTION III. PURPOSE.

This ordinance proposes and, with voter approval, imposes a special non ad valorem tax upon real property within the District for the purpose of funding g emergency medical, ambulance services, and other services to protect lives within the District. This ordinance shall be interpreted liberally to accomplish this purpose.

SECTION IV. VOTER APPROVAL REQUIRED.

As required by law, the District shall call for a special election to be conducted within the boundaries of the District on November 4, 2014, for the purpose of submitting the special tax proposed by this ordinance to all of the electors within the District. Such election shall be consolidated with the UDEL election held on that date and will be conducted in conformity with the Uniform District Election Law (Election Code §§ 10500 et. seq.) and constitutional and statutory voting requirements. The Special tax proposed by this ordinance shall be imposed only if it is approved by two-thirds (2/3) of the voters voting upon such tax in such election.

FILED

JUL 17 2014

INYO CO. CLERK
KAMMI FOOTE, CLERK

DEPUTY

RESOLUTION NO. 12-14

A RESOLUTION OF THE GOVERNING BOARD OF THE
LONE PINE FIRE PROTECTION DISTRICT
CALLING A SPECIAL ELECTION ON NOVEMBER 4, 2014
FOR THE PURPOSE OF SUBMITTING TO THE VOTERS OF THE DISTRICT A MEASURE TO APPROVE A
SPECIAL EMERGENCY RESPONSE SERVICES TAX

WHEREAS, the Lone Pine Fire Protection District of Inyo County (hereinafter referred to as "District") is a duly formed and organized Fire Protection District within the State of California pursuant to the Fire Protection District Law of 1987, Health and Safety Code Sections 13800-13970; and

WHEREAS, Health and Safety Code Section 13801 provides that the provision of emergency response services, ambulance services, fire protection and other services related to the protection of lives is critical to the public peace, health, and safety of the state; and

WHEREAS, Health and Safety Code Section 13804 provides the Fire Protection District Law of 1987 shall be liberally construed to effectuate its purposes; and

WHEREAS, the District is authorized under Health and Safety Code Section 13861 and 13862 to provide emergency medical, ambulance, and other services to protect lives within its established boundaries; and

WHEREAS, the revenues available to the District are inadequate to meet the costs of providing emergency medical and ambulance services; and

WHEREAS, the District is authorized by Health and Safety Code 13910, 13911 and 13913 to impose a special non ad valorem property tax pursuant to Government Code Sections 50075 and 50077 in accordance with Articles 13A Section 4 and 13C Section 2 of the California Constitution and Sections 53722 and 53724 of the Government Code; and

WHEREAS, the District Governing Board has adopted the Lone Pine Fire Protection District Emergency Response Services Tax Ordinance proposing a special non ad valorem property tax for the purpose of funding emergency medical, ambulance services, and other services to protect lives within the District; and

WHEREAS, the Lone Pine Fire Protection District Emergency Response Services Tax Ordinance provides that the District shall call a special election to be conducted within the boundaries of the District on November 4, 2014, for the purpose of submitting the special tax proposed by that ordinance to all of the qualified electors within the District; provides that such election shall be consolidated with the Uniform District Election Law (UDEL) election held on that date and will be conducted in conformity with the Uniform District Election Law and constitutional and statutory voting requirements; and provides that the special tax proposed by such ordinance shall be imposed only if it is approved by two-thirds (2/3) of the voters voting upon such tax in such election.

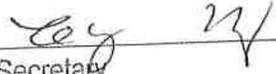
NOW, THEREFORE, THE GOVERNING BOARD OF THE LONE PINE FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:

- Section 1. That a special election be held and the same is hereby called to be held within the boundaries of the District on November 4, 2014, for the purpose of submitting to the qualified voters of the District a measure imposing and levying a Special Emergency Response Services Tax upon fee simple interest in real property within the District.
- Section 2. That language of the measure imposing and levying a Special Emergency Response Services Tax upon fee simple interest in real property within the District shall be as set forth in Attachment A to this resolution.
- Section 3. The special election called by this resolution shall be consolidated with the UDEL election held on November 4, 2014, and will be conducted in conformity with the Uniform District Election Law (Elections Code Sections 10500 et seq.) and constitutional and statutory voting requirements.
- Section 4. If the Lone Pine Fire Protection District Special Emergency Response Services Tax Measure is approved by two-thirds (2/3) of the qualified voters voting upon such tax in such election, such tax shall be declared approved.
- Section 5. The Secretary of the Governing Board is hereby directed to forthwith deliver to the County Clerk, a certified copy of this Resolution. Further, the Secretary of the Board is hereby authorized and directed to cause such publication of this Resolution as may be required by law.

PASSED AND ADOPTED this 16 day of July, 2014 by the following vote:

AYES: 4
NOES: 0
ABSENT: 1
ABSTAIN: 0


Chairperson
Lone Pine Fire Protection District Board

ATTEST: 
Secretary
Lone Pine Fire Protection District