

**Ventura County MediCal Managed Care Commission (VCMMCC)
dba Gold Coast Health Plan (GCHP)**

Regular Meeting

Monday, March 27, 2017, 2:00 p.m.

Gold Coast Health Plan, 711 East Daily Drive, Community Room, Camarillo, CA 93010

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

The public has the opportunity to address Ventura County Medi-Cal Managed Care Commission (VCMMCC) doing business as Gold Coast Health Plan (GCHP) on the agenda. Persons wishing to address VCMMCC should complete and submit a Speaker Card.

Persons wishing to address VCMMCC are limited to three (3) minutes. Comments regarding items not on the agenda must be within the subject matter jurisdiction of the Commission.

FORMAL ACTION ITEMS

1. Approval of Chief Diversity Officer Employment Contract

Staff: Scott Campbell, General Counsel

RECOMMENDATION: Approve Chief Diversity Officer employment contract.

CLOSED SESSION

2. PUBLIC EMPLOYEE APPOINTMENT

Title: Chief Diversity Officer

3. CONFERENCE WITH LABOR NEGOTIATORS

(Government Code Section 54054.6)

Agency designated representatives: Scott Campbell, General Counsel

Unrepresented employee: Chief Diversity Officer

COMMENTS FROM COMMISSIONERS

ADJOURNMENT

Unless otherwise determined by the Commission, the next regular meeting will be held on April 24, 2017, at Gold Coast Health Plan at 711 E. Daily Drive, Suite 106, Community Room, Camarillo, CA 93010.

Administrative Reports relating to this agenda are available at 711 East Daily Drive, Suite #106, Camarillo, California, during normal business hours and on <http://goldcoasthealthplan.org>. Materials related to an agenda item submitted to the Commission after distribution of the agenda packet are available for public review during normal business hours at the office of the Clerk of the Board.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact (805) 437-5509. Notification for accommodation must be made by the Monday prior to the meeting by 3 p.m. to enable the Clerk of the Board to make reasonable arrangements for accessibility to this meeting.

AGENDA ITEM NO. 1

TO: Ventura County Medi-Cal Managed Care Commission

FROM: Joseph T. Ortiz, Best Best & Krieger LLP- Diversity Subcommittee

DATE: March 27, 2017

SUBJECT: Chief Diversity Officer Hire

SUMMARY:

The Diversity Subcommittee is pleased to announce that Douglas Freeman has accepted the Commission's offer of employment as the Gold Coast Health Plan's Chief Diversity Officer (CDO) position.

Following salary and benefits negotiations, Mr. Freeman has agreed to the following employment terms, subject to approval by the Commission: (1) An annual salary of \$184,239.00; (2) a six-month severance package for the first two years of employment, should the Commission seek to terminate employment without cause; (3) moving expenses of \$10,000.00; (4) two round-trip air travel tickets for his spouse within the first year of employment; and (5) ancillary benefits applicable to all management at Gold Coast Health Plan. Pursuant to the job description, the CDO position will report directly to the Commission and will issue quarterly reports to the Commission and the Ventura County Board of Supervisors. Should this contract be accepted, Mr. Freeman will start his position on April 10, 2017.

BACKGROUND/DISCUSSION:

The Diversity Subcommittee was formed by the Commission on September 18, 2015, for the purpose of facilitating development and implementation of a Diversity Program at Gold Coast Health Plan, including but not limited to the creation and recruitment of a CDO. The Diversity Subcommittee developed and approved a CDO job description and created a CDO Interview Panel to screen, score, and recommend candidates for interview by the Commission.

As the Commission is aware, after an extensive vetting process and multiple candidate interviews by the Commission, Mr. Freeman was referred to the Commission for interview on February 27, 2017. Mr. Freeman's resume is attached as Exhibit 1. A copy of the CDO Job Description is attached as Exhibit 2. And a copy of the proposed contract for employment is attached as Exhibit 3. Mr. Freeman was selected as a viable candidate, and Plan Counsel was authorized to negotiate employment terms with him.

FISCAL IMPACT:

\$184,239 annual salary, plus ancillary employment benefits.

RECOMMENDATION:

Staff recommends that the Commission approve and ratify the proposed contract for employment of the CDO.

CONCURRENCE:

N/A

ATTACHMENT:

Exhibits 1-3

EXHIBIT 1

Douglas C. Freeman
134 West 93rd Street- #5E
New York, NY 10025
dfreeman@virtcomconsulting.com
917-858-9090

INTEGRATOR OF DIVERSITY AND INCLUSION INTO CORE BUSINESS PROCESSES (KEY TO D&I SUSTAINABILITY)

Stakeholder Magician • Talent Whisperer • Program Inventor

Freeman's Diversity 5.0™ is the Mission for All Organizations (D&I Evolution and Maturity Model)

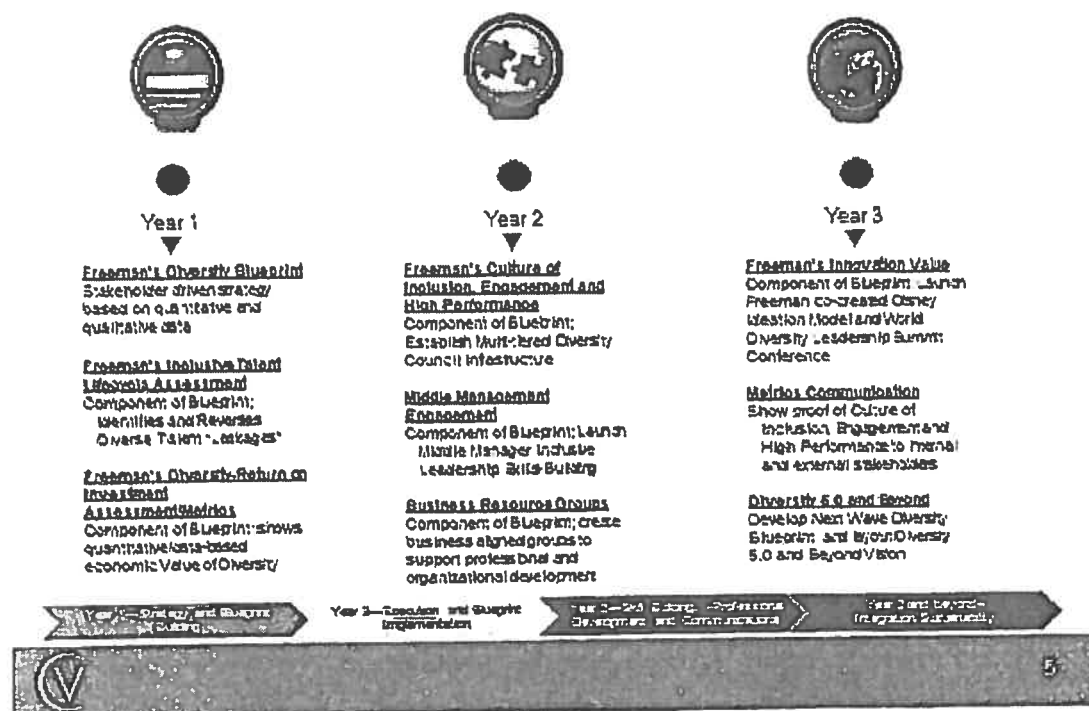
Diversity 5.0



- Diversity 1.0 is the legal or compliance element of the system that covers EEO, sexual harassment, and other compliance driven activities and training.
- Diversity 2.0 focuses on managing differences in the workplace, and developing a culture of inclusion.
- Diversity 3.0 focuses on customers/clients in the marketplace, or funders in mission centric organizations.
- Diversity 4.0 begins to look into the future and the impact of diversity on innovation, or the diversity of ideation (idea creation).
- Diversity 5.0 relates to the sustainability and integration of diversity into the core processes of an organization.

How to Get to Freeman's Diversity 5.0 within 3 Years

3 Year



- Served as interim Chief Diversity Officer (3 years) for \$35B global corporation; built the most innovative diversity and inclusion organization on the planet
- Road less travelled pathway of mentoring and advising senior executives in the world's leading organizations to breakthrough personal and organizational performance
- Creator of diversity and inclusion frameworks built for resource constrained diversity initiatives, yet have produced superior outcomes to all other HR activities
- Corporate leadership gained from the strategy consulting and investment banking arenas, along with technology competencies from the first wave of Internet companies
- World's leading expert in driving talent management, talent acquisition, learning & development, performance management, succession planning, retention, diversity & inclusion, program design, development, & execution
- Proven experience conceiving and leading high-profile programs across national and international landscapes

- Born a leader, with uncanny presentation presence and corporate gravitas required to effectively communicate diversity and inclusion concepts across all levels of the organization: from the Board to hourly employees

EXECUTIVE STRENGTHS / COMPETENCIES

- | | |
|---------------------------------------|------------------------------------|
| ✓ Strategic Planning | ✓ Executive Leadership |
| ✓ Team-Building | ✓ Stakeholder Management |
| ✓ Coalition Building | ✓ High Emotional Intelligence |
| ✓ Corporate/Organizational Navigation | ✓ Program Management |
| ✓ Business Analytics | ✓ Financial Analysis |
| ✓ Budget Preparation/Execution | ✓ Staff Leadership and Development |
| ✓ Consultative Skills | ✓ Inclusive Leadership Style |

Job Responsibilities

- Have developed and internally co-lead the implementation of diversity strategies with the Board, Senior Executive Team, Executive Diversity Council, HR, Business Unit leaders, middle managers and Employee Resource Groups. These are data-driven strategies based upon diversity metrics with sophisticated yet clear communications tactics
- Built a D&I specific stakeholder model designed to enable D&I initiatives to influence and negotiate across different stakeholder needs and motivations. Have built stakeholder marketing and communication plans to ensure mutually beneficial results across multi-unit functions, in order to collaborate with multi-cultural and supplier-diversity teams on diversity marketplace initiatives and with Foundation and Community Relations to drive community diversity and inclusion
- Have served as a brand ambassador for client organizations, including holding community influencer town hall meetings, representation at external events, and representation at diverse career fairs. D&I branding built in coordination with Talent Acquisition and Corporate Communications. External partners include ELC, ALPFA, UNCF, NAACP, NUL and others
- Led all client corporate diversity and inclusion efforts including plan development/execution strategy, governance, communication, policies, processes, action plans and metrics for one of the world's leading Diversity and Inclusion Consultancies
- Advised and served as actual internal lead with Human Resources in matrixed organizations to instill effective recruiting, business partner and shared services models that ultimately infused diversity into compensation practices, performance review process and various management issues

- Founder of Myfair, a new model of diversity talent engine, co-developed with 12 partners for Adecco. The model leverages talent from over 1100 colleges with 48% ethnic minority talent (1.3M diverse candidates in database) with 33% in STEM fields. This is the most efficient and cost-effective diverse talent pipeline model, and is a direct competitor to Jopwell Diversity Recruiting Start-up (backed by Magic Johnson and Andreesen Partners)
- Fortune 500 (2000 to Present): Example Engagements
 - Visa USA (Foster City, CA) 2000-4: Co-Developer of the Visa Supplier Enrollment Program, designed to engage Federal Government Diverse Suppliers to become Purchasing Card Merchant Acceptors. Developed Supplier Diversity Training for B2B Sales Teams at Citi, Global Payments, US Bank. Partnered with US Department of Commerce, Army and NASA to present at major Government conferences. Delivered \$79M in diversity-Return on Investment Revenues, and added 3,000 new merchants in first year of rollout.
 - Adecco Global (Melville, NY and Switzerland) 2005-13; 2010 to 2013 served as Interim CDO. Helped to build founding global diversity strategy for world's biggest HR services, staffing and technology company. Built Global Diversity Council comprise of 9 countries in North America, LatAm and EMEA. Supported London 2012 Olympics disabilities, ethnic minority, LGBT and Women's' hiring strategy. Built diversity-Return on Investment model that identified workplace cost-savings and RFP revenue growth opportunities. Over \$60M in proven CFO signed-off Impact. Created foundational elearning for all USA staff, and developed first in kind B2B Diversity Profit Sales Generation webinars.
 - Cisco (San Jose, CA) 2007-11: Held first ever World Diversity Leadership Summit west coast session at Cisco HQ (2007), which attracted Chief Diversity Officers from over 30 companies locally and nationally. Founder of Global Partners Program, a multi-national consortium designed to build EMEA specific diversity initiatives. Helped Cisco to launch first ever EMEA Womens Employee Resource Group, and held first ever Global Womens leadership Forum of nearly 200 EMEA female managers in London, including over 30 from Cisco.
 - Peoplefluent (Waltham, MA)-2013 to Present: Served as Peoplefluent Thought Leader for the Peoplefluent Institute. Partnered with SVP of Sales to develop new insights related to EEO/Diversity and HR Lifecycle product set. Offered strategic business relationships based on D2D model (CDO to CDO). Keynote speaker and panelist for Peoplefluent Wisdom 2015 and Wisdom 2016 conferences.
- Practitioner of D&I engagement model ("Building a Culture of Inclusion, Engagement and High Performance), designed specifically for Diversity and Inclusion initiative success on a global scale. The model ensures effective strategies, solutions, training, tools, resources, and thought leadership on diversity, and fosters inclusion across the organization to build an engaging, high-performing environment
- Have developed new model training in the form of Inclusive Leadership Skills, which includes 8 core competencies that help to build a culture of inclusion, engagement and high performance
- Developer of the Diversity Center of Excellence (DCOE) framework, that ensures sustainable value, tailored to the needs of the business units and operations platform. Analyzed relevant data to guide decision-making related to compensation, organization composition,

promotions, development and hiring. 4 Tier scorecard includes the standard EEO and Culture data, along with Business Data and Business Unit Diversity Plan implementation info

Job Requirements

- BA UC Berkeley, MPP Harvard University, 15+years of diversity and inclusion experience
- Have built a 7 competencies D&I Competencies assessment designed to enable business leaders to determine D&I competency strengths and areas for improvement. Have provided effective Inclusive Leadership Skills, resources and toolkits to help fill the competency gaps. These efforts along with CEO accountability linked to the Business Unit D&I plan have ensured D&I initiative sustainability
- Strong project manager and leader, with strengths in D&I initiative urgency and attention to detail. Strong cultural competency and training evaluation skills around elearning, webinars and social media. Served as a Senior Consultant at Deloitte and currently serve as Managing Partner of Virtcom Consulting; Combined 17 years of Consulting experience
- Actively involved in all major D&I symposia including Diversity Best Practices, Linkage, the Forum for Inclusion, SHRM Diversity Conference, World Diversity Leadership Summit and Hong Kong Summit. Participant in NYC Global Economic Forum, Conference Board, NY Chamber of Commerce
- Founder of the World Diversity Leadership Summit and developed the Global Partners Program that helped to develop global strategy and implement tactics for Global Diversity Initiatives
- Frequently travel at least 50% of the time and can handle other duties and responsibilities as assigned
- Have created customized D&I scorecards to the middle management levels via Inclusive Leadership Skills training courses. This offers accountability not just at the top, but more importantly in the middle where core D&I initiatives must be implemented
- Conducted Research with the New York Times, P&G and the State Pension Fund of California (CalPers) for best in class research activities
- Have developed an Employee Resource Group Launch and Rejuvenation training along with Employee Resource Group Summit. These techniques have moved Affinity Groups to effective ERGs, and ultimately into high value Business Resource Groups, including ERG specific metrics for accountability.
- Developer of the Inclusive Talent Lifecycle Framework, designed to infuse diverse talent from sourcing to succession planning. The three moments of Truth in the model include recruiting, evaluations and promotions, which typically have breakdowns linked to Unconscious Bias and other unintentional exclusion mechanisms. This model has clear hard dollar (productivity, cost-savings) and soft dollar business impact. Inclusive Talent extends to Inclusive organization lifecycle, from Communications to Procurement.

Experience Profile

Virtcom Consulting, New York NY
Managing Partner (06/2000 - PRESENT)

- Led all client corporate diversity and inclusion efforts including plan development/execution strategy for one of the world's leading Diversity and Inclusion Consultancies. Leveraged world class strategic diversity and inclusion management delivering a transformational competitive advantage. Created active partnerships with client HR Business Partners, Talent Management, Benefits and Corporate Social Responsibility leaders.
- 8 Major D&I Innovations include:
 1. World Diversity Leadership Summit, founded in Prague in 2004, which has developed over 3,000 D&I leaders and management Executives to date
 2. Global Partners Program in 2008 which brought 4 multinational organizations together with EU stakeholders to build EU specific D&I initiatives
 3. Global Womens Leadership Forum in 2008/2009 which was a first of its kind EU leadership development summit for EU female managers
 4. Diversity-Return on Investment (d-ROI). The economic value model that identifies a subset of missed business opportunities called missed diversity business opportunities (Blindspots). The model identifies, quantifies and monetizes blindspots which has resulted in over \$1.2B in cost-savings and client revenue growth
 5. Inclusive Leadership Skills are the core 8 competencies required for leaders to successfully build a culture of inclusion, engagement and high performance
 6. Black Enterprise Top Companies for Diversity is one of the leading Diversity Ranking lists of Diversity Initiatives in US companies. In 2005, built the analytics and assessment framework which is still used to assess US diversity corporate diversity initiatives
 7. World Diversity Leadership Institute (WDLI) Black Belt Certifications were designed and built in 2013 to rapidly skill-up D&I practitioners working in fast paced corporate environments. Certificates have been afforded to over 50 practitioners in d-ROI and D&I Leader versions
 8. Co-developer of Disney Diversity Ideation model and 6 strands innovation assessment
- Created and implemented Diversity and Inclusion Strategic Plans in single organizations and multiple organizations in a consortium model
- Founded inaugural corporate governance boards: Executive Diversity and Inclusion Council and Employee Resource Group (ERG) Steering Committees. Supported by strategic integration with multiple business units
- Created multiple key innovative national strategic partnerships with over 70 professional organizations at the local, state national and internal levels

Education/Previous Non-D&I Work

- Bachelor of Arts, University of California at Berkeley
- Master in Public Policy, Harvard University- John F. Kennedy School of Government
- Woodrow Wilson Fellow, Harvard University
- Financial Analyst, Chase Securities (now JP MorganChase), Restructuring Group
- Senior Consultant, Deloitte Consulting, Telecommunications and Media Group
- Head of Business Development and Operations, Mondus- B2B Internet Company

Awards, Accomplishments

- Former Canadian National Rugby Team member (U-21)
- NYC Network Journal 40Under40
- Former member of the Board, Georgetown College
- Vice Chairman, United Nations Gender Equality Task Force
- Awarded Woman's Advocate of the Year, and Keynote at Hungarian National Parliament, Budapest Hungary
- 2013 Alumnus of the Year, St. Michaels University School, Victoria BC-Canada (previous awardees included 2-time NBA MVP Steve Nash)
- 2015 Spirit of D&I Award Winner by Diversity Career Fairs
- Keynote Speaker Ethnicity Committee, UK Parliament, London England
- Keynote Speaker, EU Parliament Labour Committee, Brussels Belgium

Personal

- Son of Grammy Award Winning Symphony Conductor Maestro Paul Freeman, Founder of the Chicago Sinfonietta and Chief Conductor Emeritus of the Czech National Symphony, Prague
- Husband to Connie, an Executive Vice President for one of the world's leading advertising companies, and father of Olivia, an accomplished Spelling/Math Bee Champion for her school, Actor, Cellist and Soccer Player

EXHIBIT 2

GOLD COAST HEALTH PLAN

TITLE: Job Description – Chief Diversity Officer
Dated: November 2015
Exempt, Contracted, At-Will
Salary Range: Level 29

POSITION SUMMARY

The Chief Diversity Officer (CDO) will be responsible for the design and implementation of diversity programs that support Gold Coast Health Plan's objectives. The ideal candidate will have extensive experience creating and managing diversity and inclusion programs, and will excel at developing both internal and external partnerships that drive our success. The incumbent will drive engagement, strategy, execution, and accountability for all diversity and inclusion initiatives across Gold Coast Health Plan (GCHP).

ESSENTIAL FUNCTIONS

The CDO will actively promote dignity and professionalism in the workplace in a manner that protects the right of employees to be free from illegal discrimination, harassment, and retaliation due to any protected status. Discrimination, harassment, and retaliation are contrary to the values of the GCHP, and the GCHP will not tolerate unlawful discrimination on the basis of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, gender identity or expression, marital status, medical condition, veteran status or any other protected characteristic protected by state or federal employment law, nor will it tolerate related and thus unlawful, harassment/retaliation.

The CDO will collaborate with all stakeholders to create a workplace culture where all GCHP employees are responsible for conducting themselves in a manner consistent with the above-stated values; and where failure to do so will lead to prompt and appropriate administrative action including, but not limited to, counseling, training, written warning, written reprimand, suspension, demotion, or dismissal.

Working directly for, and at the will of only, the Commission overseeing the GCHP and doing so within the context of both Title VII of the Civil Rights Act (CRA) and the California Fair Employment and Housing Act (FEHA), the CDO will independently:

- Consult with GCHP staff, community members, and/or other interested parties to develop periodic recommendations for policy and procedural changes designed to improve GCHP operations within the context of Title VII of the CRA and the California FEHA.

QUALIFICATIONS

- Bachelor's degree, along with 5-10 years of progressive diversity and inclusion experience with a health plan/business or experience managing strategic company-wide Diversity and Inclusion initiatives; managed care experience a plus.
- Ability to work independently and in groups, while managing multiple priorities in a fast paced, fluid environment.
- Excellent interpersonal and influencing skills, including the ability to effectively coach leaders, build relationships and leverage resources within the department and across the organization to advance GCHP's strategy.
- Experience with change management, organizational design, talent/performance management, and strategic planning.
- Strong internal customer relationship management skills.
- Understands the challenges of, and thrives in, a heavily regulated organization.
- Ability to work collaboratively and openly with cross-functional teams.
- Creative approach to problem solving with a humble, team-oriented and optimistic attitude.
- Superior communication and presentation skills.

PHYSICAL REQUIREMENTS

Ability to communicate orally with the Commission, Plan management, staff, and the public in face-to-face, one-on-one and group settings. Regularly use a telephone for communication. Use office equipment such as a personal computer, copier and facsimile machines. Sit and/or stand for extended time periods. Hearing and vision required to be within normal ranges. Carry, push, pull, reach and lift up to 25 lbs. routinely. Read at, above, and below shoulder height. Occasionally stoop, kneel or crouch. Sufficient manual dexterity required to operate equipment.

CONDUCT STANDARD

Interact with the Commission, Plan Staff, Plan employees, customers, and the public in a positive, cooperative, and supportive manner. Maintain the highest standards regarding diversity and inclusion.

- Investigate/review and evaluate allegations of employment-related, illegally discriminatory acts/statements/omissions in, or arising from, the GCHP workplace OR causes such to occur.
- Deem what employment-related audits of the GCHP workplace environment might need be conducted and either conducts such audit(s) or causes the same.
- Evaluate GCHP Management's response to employee complaints and/or directions given it by the CDO.
- Direct GCHP Management, Supervision, and/or line-staff on employment-related matters to avoid actual, or (if possible) perceived, illegality with respect to employment decisions and to thus limit GCHP's exposure to employment related lawsuits.
- Direct, as the CDO deems most appropriate, the GCHP response to inappropriate acts/statements/omissions by member of GCHP staff, up to and possibly including, dismissal from employment.
- Respond to employment-related inquiries/allegations from employees, the EEOC, the DFEH, or private attorneys representing active, past, or former employees.
- Efficiently direct the activities of assigned staff and/or contractors in support or pursuit of the foregoing activities.
- Provide periodic and/or special confidential, personnel/employment-related reports to the Commission on GCHP employment-related matters.
- Perform other related responsibilities/duties as deemed necessary by the Commission and/or the CDO.

ANCILLARY FUNCTIONS

- Consult with management, human resources, and legal counsel regarding diversity issues.
- Create or update all policies necessary for the implementation of the GCHP's diversity program.
- Arrange diversity-related training classes, workshops, and conference trips.
- Attend Commission and Diversity Subcommittee meetings.
- Perform related duties and responsibilities as required.

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into between the VENTURA COUNTY MEDI-CAL MANAGED CARE COMMISSION, DOING BUSINESS AS, GOLD COAST HEALTH PLAN, a public entity (“GCHP”) and DOUGLAS FREEMAN (“EMPLOYEE”) (collectively, “the Parties”). It is effective on the latest date of execution set forth below.

RECITALS

A. GCHP is authorized to employ a Chief Diversity Officer pursuant to County of Ventura Ordinance No. 4481.

B. GCHP desires to employ EMPLOYEE as Chief Diversity Officer (“CDO”) of GCHP (CEO), and EMPLOYEE accepts such employment, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above referenced recitals which are incorporated herein by reference, term, conditions, covenants and promises set forth below, the parties agree as follows:

SECTION 1. NATURE AND SCOPE OF EMPLOYMENT

EMPLOYEE expressly acknowledges and agrees that he is an exempt management employee who serves at the will and pleasure of the GCHP’s Commission, that he has no property interest in his GCHP employment, and that he may be terminated with or without cause at any time.

EMPLOYEE shall function as GCHP’s CDO. His duties shall include those duties and responsibilities: (A) in the job description attached as **Exhibit “A”**; and (B) in County of Ventura Ordinance No. 4481, Section 2, Chapter 3, Article 6, Subsection 1382 (which is attached as **Exhibit “B”**), which collectively include, but are not limited to implementation of GCHP’s Cultural Diversity Plan and the provision of reports of EMPLOYEE’s activities to the Commission

and the Ventura County Board of Supervisors on a quarterly basis or on a more frequent basis as directed by the Commission or the Ventura County Board of Supervisors, or as deemed appropriate by EMPLOYEE, and other duties as the Commission may, from time to time, assign to EMPLOYEE. The Commission may use any or all such duties and responsibilities in evaluating EMPLOYEE's performance. Further, at all times during his employment, EMPLOYEE shall devote his full-time time, energies and loyalty to GCHP (with the limited exception identified in Section 4 herein), and comply with all policies, procedures and directives of GCHP and the Commission.

SECTION 2. TERM OF AGREEMENT; DATE EMPLOYMENT BEGINS

The term of this Agreement shall be two (2) years commencing on the Effective Date and terminating on March 31, 2017 unless terminated earlier, with or without cause as provided in Section 7. This Term may be extended by mutual written agreement in an addendum to this Agreement. Unless otherwise provided for by a subsequent written agreement between the Parties, the terms and conditions of this Agreement shall apply to any extended term of this Agreement. Nothing herein, however, shall be construed as requiring either party to ultimately agree to such extension of the Agreement or a new employment agreement.

EMPLOYEE's first working day at GCHP shall be on or before April 10, 2017.

SECTION 3. COMPENSATION

(A) Salary. Commencing on EMPLOYEE's first working day at GCHP, GCHP shall pay to EMPLOYEE an annual gross salary of one hundred and eighty-four thousand, two hundred and thirty-nine dollars (\$184,239.00), which shall be subject to all applicable payroll taxes and withholdings. GCHP's Commission shall review EMPLOYEE's salary on the one-year anniversary of the effective date of this Agreement, and then every one-year thereafter to the extent that the term of the Agreement is extended, and based thereon, may increase EMPLOYEE's annual gross salary. The determination of whether EMPLOYEE's annual compensation will be increased is within the sole discretion of the Commission, whose decision shall be final.

(B) Payment of Salary. Salary shall be paid to EMPLOYEE on a pro rata basis according to the same pay periods utilized for other GCHP employees.

(C) Relocation Expenses. EMPLOYEE shall be entitled to the following relocation related allowances, subject to providing documentation of the expenses incurred:

(i) One-time relocation-related expense allowance, up to a maximum of ten thousand dollars (\$10,000.00) if such expenses are incurred during the first twelve (12) months of this Agreement and proof of such expenses are submitted; and

(ii) Reasonable airfare expense for two trips for EMPLOYEE's spouse from EMPLOYEE's current residence to the GCHP area during the first year of this Agreement.

(D) Modification of Contract Terms. At any time during the term of this Agreement, either party may request, and the Parties shall then discuss (with no obligation on the Parties, however, to reach mutual agreement) proposed modification of the terms and conditions herein.

(E) Reimbursement of Job-Related Expenses. GCHP shall reimburse EMPLOYEE for ordinary and necessary job-related expenses incurred on behalf of GCHP in accordance with GCHP policy and applicable law. EMPLOYEE shall not receive mileage for travel to and from GCHP office to his residence. Consistent with GCHP's travel policy, GCHP shall pay or otherwise reimburse EMPLOYEE for the costs of necessary meetings and functions EMPLOYEE attends on GCHP's behalf, including transportation, registration, meals and hotel accommodations. EMPLOYEE shall provide appropriate receipts to GCHP for any expense reimbursements.

SECTION 4. HOURS OF WORK; CONFLICTS OF INTEREST

During the term of this Agreement, EMPLOYEE shall devote appropriate and sufficient time, ability and attention to the services he is to perform for GCHP. It is generally intended that EMPLOYEE shall perform services on behalf of GCHP during regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.), evening meetings, and at other times as necessary in the performance of his duties. The parties acknowledge and agree that some services to be performed for GCHP may necessitate EMPLOYEE being away from GCHP's facilities, e.g., representing

GCHP in meetings with community members, stakeholders, contractors and other interested parties. To avoid any actual or potential conflicts of interest, EMPLOYEE shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, that competes with the business of GCHP or interferes with the performance of his duties hereunder while employed by GCHP. EMPLOYEE shall comply with all laws and GCHP policies governing conflicts of interest, including those concerning the acceptance and reporting of gifts and business transactions. EMPLOYEE shall adhere to the highest ethical standards and avoid even the appearance of impropriety in the conduct of GCHP business, including his dealings with contractors, vendors and customers of GCHP, as well as in his private life to the extent his activities may reflect on the GCHP. GCHP and EMPLOYEE agree that EMPLOYEE may continue to engage in consulting work for Virtcom Consulting and BioVirt, LLC during the terms of this Agreement, as long as such work does not interfere with, detract from or result in actual or potential conflicts of interests with EMPLOYEE's work for GCHP.

SECTION 5. EMPLOYEE BENEFITS

(A) Employee Benefits. Unless otherwise specified herein, throughout the term of this Agreement, EMPLOYEE shall be entitled to receive the same employee benefits (including health insurance, dental, vision, long-term disability, life insurance benefits, vacation, administrative leave and sick leave) as other GCHP non-represented employees.

(B) Retirement Compensation. EMPLOYEE shall receive retirement benefits as provided in the GCHP Personnel Rules. As of the drafting of this Agreement, GCHP contributes ten percent (10%) of salary on an employee's behalf through the existing 401(a) plan, and an employee may elect to defer compensation through the 457 plan (no employer match).

SECTION 6. PERFORMANCE EVALUATION

The Commission shall evaluate and review EMPLOYEE' job performance on an annual basis beginning approximately April 10, 2018. Evaluations of the EMPLOYEE's performance may be conducted, however, at any time and more often than on an annual basis, at the discretion of the Commission. The evaluations shall be based upon the EMPLOYEE's job description and any mutually agreed-upon performance goals, objectives, and standards set by the Commission and EMPLOYEE. Unless otherwise directed by the Commission, performance evaluations shall be separate from salary reviews. At evaluation sessions, the Commission may discuss any performance goals, objectives and standards which EMPLOYEE is not meeting, and the Commission may establish other and new reasonable performance goals, objectives and standards that EMPLOYEE may be required to meet by EMPLOYEE's next evaluation date. Failure to meet such performance goals, objectives or standards shall be a basis for the Commission to consider termination for cause. The judgment of EMPLOYEE's job performance shall be at the sole discretion of the Commission and shall be final.

SECTION 7. TERMINATION OF EMPLOYMENT

(A) This Agreement shall terminate automatically and immediately upon EMPLOYEE's death. Further, GCHP may in its discretion, and as authorized by law, terminate this Agreement if EMPLOYEE is permanently disabled. EMPLOYEE shall be considered to be permanently disabled under this paragraph if he is unable to perform his duties as set forth in this Agreement or as established by GCHP from time to time by reason of illness or disability for a continuous period of ninety (90) days.

(B) This Agreement may be terminated at any time by GCHP in its sole discretion for cause by giving written notice of termination to EMPLOYEE. The phrase "for cause" shall include, but not be limited to, conduct whereby the EMPLOYEE: (1) willfully breaches or habitually neglects the duties that he is required to perform under the terms of this Agreement; (2) inadequately performs his assigned duties, i.e. fails to meet performance goals, objectives or standards, or otherwise is evaluated as unsatisfactory pursuant to Section 6; or (3) is convicted of

a felony; or (4) commits acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude.

(C) This Agreement may be terminated at any time by GCHP in its sole discretion without cause, upon written notice thereof communicated to EMPLOYEE. EMPLOYEE agrees that, in such event, he shall be entitled only to the compensation set forth in Section 8(B).

(D) EMPLOYEE may terminate this Agreement at any time upon fourteen (14) days prior written notice to GCHP. If EMPLOYEE terminates this Agreement, he shall not be entitled to receive any compensation for services to GCHP after the fourteen (14) day notice period, or upon his cessation of work for GCHP, whichever is sooner.

SECTION 8. PAYMENT UPON TERMINATION

(A) If this Agreement terminates due to EMPLOYEE's death, if GCHP terminates EMPLOYEE's employment for cause, or if the Agreement term expires on its own terms, EMPLOYEE shall receive no further compensation or benefits after the date of termination, other than such compensation as may be accrued but unpaid as of such date, or as otherwise required by law. If EMPLOYEE contests the "cause for termination," EMPLOYEE's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of "cause for termination." If the court determines there was not substantial evidence, EMPLOYEE shall be eligible to receive the severance pay provided in Section 8(B), but no other damages or litigation expenses.

(B) If GCHP terminates EMPLOYEE's employment without cause, EMPLOYEE shall be paid for any accrued, but unused, vacation leave and/or administrative leave, and shall be eligible, subject to the conditions and requirements of this section, to receive a severance amount equal to his monthly salary, less any payroll taxes or withholdings required by law, multiplied by the number of months left on the unexpired term of this agreement; except that in no event shall such severance amount exceed six (6) months. However, in the event the State of California no longer permits GCHP to operate, the maximum severance amount for which EMPLOYEE shall

be eligible shall be four (4) months, subject to the conditions above. EMPLOYEE's eligibility for any severance payment under this paragraph is expressly conditioned upon EMPLOYEE's execution of (i) a waiver and release of any and all of EMPLOYEE's claims against GCHP and all GCHP employees/officials, and (ii) a covenant not to sue GCHP or any GCHP employees/officials. No severance pay shall be paid until the foregoing conditions are met and any applicable revocation rights have expired. Any severance amount owed shall be payable in regular increments in conjunction with GCHP's regular payroll cycle. However, GCHP's severance obligation shall end, and severance payments shall cease immediately, upon EMPLOYEE commencing new employment, which EMPLOYEE shall diligently seek. EMPLOYEE must notify the GCHP Commission in writing immediately upon accepting such new employment.

This Section 8.b. shall be construed and interpreted in accordance with Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code.

(C) For purposes of this Section 8, the "date of termination" shall mean the date GCHP communicates notice of employment termination to EMPLOYEE, unless otherwise specified in such notice.

SECTION 9. OWNERSHIP OF MATERIALS, CONFIDENTIALITY

Upon termination of this Agreement, EMPLOYEE agrees to deliver to GCHP all equipment, materials, documents and other property belonging to GCHP. EMPLOYEE also agrees to maintain the confidentiality of information related to the GCHP obtained during the term of his employment and thereafter, to the extent permitted by law.

SECTION 10. INDEMNIFICATION

GCHP shall indemnify EMPLOYEE in accordance with the provisions of the California Labor Code and the California Government Claims Act (Gov't Code §§ 810 *et seq.*).

SECTION 11. NOTICES

(A) Any notices to be given under this Agreement by either party to the other shall be in writing and may be transmitted by personal delivery or mailed by overnight delivery service (e.g. FedEx, Golden State Overnight, etc.) that is subject to tracking and delivery confirmation. Mailed notices shall be addressed as follows:

If to GCHP: GOLD COAST HEALTH PLAN
Attention: Chair of Commission
711 Daily Drive, Ste. 106
Camarillo, CA 93010-6082

With a Copy to: BEST BEST & KRIEGER LLP
Attention: Scott Campbell
300 South Grand Avenue, 25th Floor
Los Angeles, CA 90071

If to EMPLOYEE: Douglas Freeman
708 East 44th Street - 6th Floor
New York, NY 10017

(B) Each party may change that party’s address by written notice delivered in accordance with this paragraph.

(C) Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

SECTION 12. MODIFICATION

This Agreement may not be modified or amended in any way unless such modification or amendment is in writing and signed by EMPLOYEE and GCHP.

SECTION 13. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, and including any prior employment contracts or offer letters, between the Parties hereto with respect to the employment of EMPLOYEE by GCHP, and contains all of the covenants and agreements between the Parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not

embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

SECTION 14. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 15. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any dispute arising out of this Agreement shall be venued in Superior Court in Ventura County, California.

SECTION 16. DEATH OF EMPLOYEE

If EMPLOYEE dies prior to the expiration of the term of his employment, any sums that may be due him by GCHP under this Agreement as of the date of death shall be paid to EMPLOYEE's executors, administrators, heirs, or legal representatives.

SECTION 17. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their heirs, legatees, representatives and successors.

SECTION 18. RECITALS

The recitals are incorporated herein as if set forth in full.

SECTION 19. ACKNOWLEDGMENT

EMPLOYEE acknowledges that he has carefully read this Agreement and understands its contents; that he has been given the opportunity to consult with an attorney of his choice regarding this Agreement; that he has had sufficient time to review this Agreement; that he is executing this Agreement knowingly and voluntarily, without any coercion or duress; and that he has not relied on any representations or promises of any kind made to him in connection with his decision to execute this Agreement, except for those set forth herein.

SECTION 20. COMPLIANCE WITH GOVERNMENT CODE §§53243 ET SEQ.

If EMPLOYEE is convicted of a crime involving an abuse of his office or position, all of the following shall apply:

(A) If EMPLOYEE is provided with administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse GCHP for such amounts paid;

(B) If GCHP pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as it is not generally required to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse GCHP such amounts paid; and

(C) If this Agreement is terminated, any cash settlement related to the termination that EMPLOYEE may receive from GCHP shall be fully reimbursed to GCHP or void if not yet paid to EMPLOYEE.

For this subsection, “abuse of office or position” means either (1) an abuse of public authority, including but not limited to waste, fraud, and violation of the law under color of authority, or (2) a crime against public justice, including, but not limited to a crime, described in Title 5 (commencing with Section 67, Title 6 (commencing with Section 85, or Title 7 (commencing with Section 92) of Part 1 of the Penal Code, as these statutes may, from time to time, be amended.

SECTION 21. ATTORNEY’S FEES

Except as provided elsewhere in this Agreement, if any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney’s fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

SECTION 22. NON-ASSIGNMENT

This is an agreement for personal services and may not be assigned by EMPLOYEE to any third party.

SECTION 23. COUNTERPARTS

The Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

Executed at Camarillo, California, as of the date set forth below.

DATE: _____

VENTURA COUNTY MEDI-CAL MANAGED
CARE COMMISSION DBA GOLD COAST
HEALTH PLAN

By: _____
Chair

DATE: _____

“EMPLOYEE”

Douglas Freeman

ATTEST:

Secretary, Commission

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
Attorneys for Ventura County Medi-Cal Managed Care Commission dba
Gold Coast Health Plan

By: _____
Scott H. Campbell

EXHIBIT "A"

GOLD COAST HEALTH PLAN

TITLE: Job Description – Chief Diversity Officer
Dated: November 2015
Exempt, Contracted, At-Will
Salary Range: Level 29

POSITION SUMMARY

The Chief Diversity Officer (CDO) will be responsible for the design and implementation of diversity programs that support Gold Coast Health Plan's objectives. The ideal candidate will have extensive experience creating and managing diversity and inclusion programs, and will excel at developing both internal and external partnerships that drive our success. The incumbent will drive engagement, strategy, execution, and accountability for all diversity and inclusion initiatives across Gold Coast Health Plan (GCHP).

ESSENTIAL FUNCTIONS

The CDO will actively promote dignity and professionalism in the workplace in a manner that protects the right of employees to be free from illegal discrimination, harassment, and retaliation due to any protected status. Discrimination, harassment, and retaliation are contrary to the values of the GCHP, and the GCHP will not tolerate unlawful discrimination on the basis of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, gender identity or expression, marital status, medical condition, veteran status or any other protected characteristic protected by state or federal employment law, nor will it tolerate related and thus unlawful, harassment/retaliation.

The CDO will collaborate with all stakeholders to create a workplace culture where all GCHP employees are responsible for conducting themselves in a manner consistent with the above-stated values; and where failure to do so will lead to prompt and appropriate administrative action including, but not limited to, counseling, training, written warning, written reprimand, suspension, demotion, or dismissal.

Working directly for, and at the will of only, the Commission overseeing the GCHP and doing so within the context of both Title VII of the Civil Rights Act (CRA) and the California Fair Employment and Housing Act (FEHA), the CDO will independently:

- Consult with GCHP staff, community members, and/or other interested parties to develop periodic recommendations for policy and procedural changes designed to improve GCHP operations within the context of Title VII of the CRA and the California FEHA.

QUALIFICATIONS

- Bachelor's degree, along with 5-10 years of progressive diversity and inclusion experience with a health plan/business or experience managing strategic company-wide Diversity and Inclusion initiatives; managed care experience a plus.
- Ability to work independently and in groups, while managing multiple priorities in a fast paced, fluid environment.
- Excellent interpersonal and influencing skills, including the ability to effectively coach leaders, build relationships and leverage resources within the department and across the organization to advance GCHP's strategy.
- Experience with change management, organizational design, talent/performance management, and strategic planning.
- Strong internal customer relationship management skills.
- Understands the challenges of, and thrives in, a heavily regulated organization.
- Ability to work collaboratively and openly with cross-functional teams.
- Creative approach to problem solving with a humble, team-oriented and optimistic attitude.
- Superior communication and presentation skills.

PHYSICAL REQUIREMENTS

Ability to communicate orally with the Commission, Plan management, staff, and the public in face-to-face, one-on-one and group settings. Regularly use a telephone for communication. Use office equipment such as a personal computer, copier and facsimile machines. Sit and/or stand for extended time periods. Hearing and vision required to be within normal ranges. Carry, push, pull, reach and lift up to 25 lbs. routinely. Read at, above, and below shoulder height. Occasionally stoop, kneel or crouch. Sufficient manual dexterity required to operate equipment.

CONDUCT STANDARD

Interact with the Commission, Plan Staff, Plan employees, customers, and the public in a positive, cooperative, and supportive manner. Maintain the highest standards regarding diversity and inclusion.

- Investigate/review and evaluate allegations of employment-related, illegally discriminatory acts/statements/omissions in, or arising from, the GCHP workplace OR causes such to occur.
- Deem what employment-related audits of the GCHP workplace environment might need be conducted and either conducts such audit(s) or causes the same.
- Evaluate GCHP Management's response to employee complaints and/or directions given it by the CDO.
- Direct GCHP Management, Supervision, and/or line-staff on employment-related matters to avoid actual, or (if possible) perceived, illegality with respect to employment decisions and to thus limit GCHP's exposure to employment related lawsuits.
- Direct, as the CDO deems most appropriate, the GCHP response to inappropriate acts/statements/omissions by member of GCHP staff, up to and possibly including, dismissal from employment.
- Respond to employment-related inquiries/allegations from employees, the EEOC, the DFEH, or private attorneys representing active, past, or former employees.
- Efficiently direct the activities of assigned staff and/or contractors in support or pursuit of the foregoing activities.
- Provide periodic and/or special confidential, personnel/employment-related reports to the Commission on GCHP employment-related matters.
- Perform other related responsibilities/duties as deemed necessary by the Commission and/or the CDO.

ANCILLARY FUNCTIONS

- Consult with management, human resources, and legal counsel regarding diversity issues.
- Create or update all policies necessary for the implementation of the GCHP's diversity program.
- Arrange diversity-related training classes, workshops, and conference trips.
- Attend Commission and Diversity Subcommittee meetings.
- Perform related duties and responsibilities as required.

EXHIBIT "B"

ORDINANCE NO. **4481**

AN ORDINANCE OF THE VENTURA COUNTY BOARD OF SUPERVISORS, REPEALING AND REENACTING, AS AMENDED, ARTICLE 6, CHAPTER 3, DIVISION 1 OF THE VENTURA COUNTY ORDINANCE CODE (COUNTY ORGANIZED HEALTH SYSTEM)

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

SECTION 1: Repeal of Existing Ventura County Organized Health System Ordinance

Ordinance No. 4409 of the County of Ventura, which enacted Article 6 of Chapter 3 of Division 1 of the Ventura County Ordinance Code, is hereby repealed.

SECTION 2: Enactment of Ventura County Organized Health System Ordinance

Article 6 of Chapter 3 of Division 1 of the Ventura County Ordinance Code is hereby amended and reenacted as follows:

Chapter 3.

Article 6. County Organized Health System

1380 General Provisions.

1380-1.

Pursuant to Welfare and Institutions Code section 14087.54, there is hereby formed a commission, referred to in this Article as the Ventura County Medi-Cal Managed Care Commission.

1380-2.

The Ventura County Medi-Cal Managed Care Commission is empowered to negotiate and enter into exclusive contracts with the State of California Department of Health Care Services pursuant to Welfare and Institutions Code section 14087.5, and to arrange for the provision of health care services under Division 9, Part 3, Chapter 7 of the Welfare and Institutions Code. The Ventura County Medi-Cal Managed Care Commission is also authorized to:

- (a) Enter into contracts for the provision of health care services to persons who are eligible to receive medical benefits, subject to the limitations of Welfare and Institutions

Code section 14087.54, subdivision (b)(2);

(b) Provide health care delivery systems for:

(1) persons who are eligible to receive medical benefits under both the Medicare program as defined in title 18 of the Federal Social Security Act (42 U.S.C. §1395 et seq.) and under the Medicaid program as defined in title 19 of the Federal Social Security Act (42 U.S.C. § 1396 et seq.), and or

(2) persons who are eligible to receive medical benefits under the Medicaid program as defined in title 19 of the Federal Social Security Act (42 U.S.C. §1396 et seq.);

(c) File the statement required by Government Code section 53051;

(d) Acquire, possess, and dispose of real or personal property, as may be necessary for the performance of its functions;

(e) Employ personnel and contract for services required to meet its obligations;

(f) Sue and be sued;

(g) Enter into agreements under Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the Government Code.

1380-3.

The Ventura County Medi-Cal Managed Care Commission shall for all purposes be an entity separate from the County of Ventura, and shall be deemed a public entity for purposes of Division 3.6 (commencing with section 810) of Title 1 of the Government Code. Any obligations of the Ventura County Medi-Cal Managed Care Commission (statutory, contractual, or otherwise) shall be the obligations solely of the Ventura County Medi-Cal Managed Care Commission and shall not be obligations of the County of Ventura or the State of California.

1380-4.

The Ventura County Medi-Cal Managed Care Commission shall design and operate a program or programs, whose mission is to improve the health of its members through the provision of the best possible quality care and services. This will be accomplished by:

(a) Delivering medical care via a contracted provider network that will improve access to primary, specialty and ancillary services;

(b) Establishment of mechanisms to assure that medical care services meet appropriate quality of care standards;

(c) Incorporating a plan of service delivery and implementing reimbursement mechanisms which promote the long-term viability of a locally operated Medi-Cal managed care system and the existing participating provider networks inclusive of "Safety Net" providers herein defined as Medi-Cal disproportionate share hospitals, county clinics, federally qualified health centers, and licensed rural health clinics;

(d) Implementing a financial plan which includes the creation of a prudent reserve and which provides that if additional surplus funds accrue, they shall be used to expand access, improve benefits and augment provider reimbursement in Ventura County;

(e) Placing a high priority on prevention, education, early intervention services and case management for enrolled recipients;

(f) Ensuring that all obligations, statutory, contractual or otherwise, shall be the obligations of the Ventura County Medi-Cal Managed Care Commission and shall not be the obligations of the County of Ventura or the State of California;

(g) Implementing programs and procedures to ensure a high level of member satisfaction.

1381 Board of Directors (Commission)

1381-1.

The governing board of the Ventura County Medi-Cal Managed Care Commission shall consist of eleven (11) voting members who shall be legal residents of the County of Ventura. Members of the

Ventura County Medi-Cal Managed Care Commission shall possess the requisite skills and knowledge necessary to design and operate a publicly managed health care delivery system.

1381-2.

Members of the Ventura County Medi-Cal Managed Care Commission shall be appointed by a majority vote of the Board of Supervisors and shall consist of the following:

a. Three members shall be practicing physicians who serve a significant number of Medi-Cal beneficiaries in Ventura County. One shall be selected from a list with a minimum of three (3) nominees submitted by the Ventura County Medical Association, one shall be selected from a list with a minimum of three (3) nominees submitted by Clinicas Del Camino Real and one shall be selected from a list with a minimum of three (3) nominees submitted by the Ventura County Medical Center Executive Committee. (Physician Representatives)

b. Two members shall be representatives of private hospitals and healthcare systems operating within Ventura County and shall be selected from a list with a minimum of three (3) nominees submitted by the Hospital Association of Southern California. Nominees shall be from different hospitals and healthcare systems. The two appointed members shall not be affiliated with the same hospital or healthcare system. (Private Hospital/Healthcare System Representatives)

c. One member shall be a representative of the Ventura County Medical Center Health System and shall be selected from a list with a minimum of three (3) nominees submitted by the Ventura County Medical Center administration. (Ventura County Medical Center Health System Representative)

d. One member shall be a member of the Board of Supervisors, nominated and selected by the Board. (Public Representative)

e. One member shall be the chief executive officer of Clinicas del Camino Real or designee nominated by the Clinicas del Camino Real chief executive officer and approved by the Ventura County Board of Supervisors. (Clinicas Del Camino Real Representative)

f. One member shall be the Ventura County Health Care Agency Director or designee nominated by the Health Care Agency Director and approved by the Ventura County Board of Supervisors. (County Official)

g. One member shall be a Medi-Cal beneficiary and/or a representative of an advocacy organization that serves the Medi-Cal population and is not otherwise represented on the Ventura County Medi-Cal Managed Care Commission. This member shall be appointed from applications submitted to the Ventura County Executive Office after a posting of public notice for the open position. (Consumer Representative)

h. One member shall be a representative of the County of Ventura nominated by the Ventura County Executive Officer and approved by the Board of Supervisors. (Ventura County Representative)

1381-3.

In order to stagger terms with the intent of maintaining experienced members, in the initial cycle of appointments, the following appointees shall serve two-year terms: One of the Ventura County Medical Center Health System Representatives, the Physician Representative nominated by the Ventura County Medical Association, the Public Representative, and one Private Hospital/Healthcare System Representative. All other initial appointments and all subsequent appointments to the Ventura County Medi-Cal Managed Care Commission shall be for four-year terms. No member may serve more than two consecutive four-year terms. Any vacancy will be filled by the Board of Supervisors for the remainder of the unexpired term and shall maintain the balance of representation on the Ventura County Medi-Cal Managed Care Commission.

A member may be removed from the Ventura County Medi-Cal Managed Care Commission by a 4/5 vote of the Board of Supervisors.

Nominations to the Ventura County Medi-Cal Managed Care Commission shall be submitted to the Ventura County Executive Office, which shall be responsible for screening nominees and presenting candidates to the Ventura County Board of Supervisors. Appointments will be based on the individuals' knowledge of the

healthcare needs of women, children, seniors, and/or the disabled, and business, finance and/or political experience.

1381-4.

Procedures for the conduct of business not otherwise specified in this Article shall be contained in bylaws adopted by the Ventura County Medi-Cal Managed Care Commission.

1381-5.

The Ventura County Medi-Cal Managed Care Commission may establish a committee(s) or advisory board(s) for any purpose that will be beneficial in accomplishing the work of the Ventura County Medi-Cal Managed Care Commission. At a minimum, two (2) committees/advisory boards shall be established, one member/consumer based and one provider based.

1382 Cultural Diversity Program

The Ventura County Medi-Cal Managed Care Commission shall establish a Cultural Diversity Program to insure that employees, contractors and recipients of health care services are treated with respect and without discrimination. The governing board of the Ventura County Medi-Cal Managed Care Commission shall appoint a Chief Diversity Officer, who shall be responsible for implementation of the Cultural Diversity Program, and shall provide staff and resources for the Chief Diversity Officer as necessary and appropriate. The Chief Diversity Officer shall report directly to the governing board of the Ventura County Medi-Cal Managed Care Commission, and shall have the authority, independent of any other executive officer, to take disciplinary action against any employee, except the chief executive officer, for failure to comply with the Cultural Diversity Program. The Chief Diversity Officer shall also provide reports to the Ventura County Board of Supervisors, through the County's Chief Executive Officer, on a quarterly or more frequent basis.

SECTION 3: This ordinance shall take effect and be in full force and effect thirty (30) days after its passage. Before the expiration of fifteen (15) days after passage of this ordinance it shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in the Ventura County Star, a newspaper of general circulation published in the State of California.

PASSED AND ADOPTED this 6th day of October, 2015, by the following vote:

AYES: *Bennett, Parks, Foy, Zaragoza, and Long*

NOES:

ABSENT:

Kathy Long

CHAIR, BOARD OF SUPERVISORS

ATTEST: MICHAEL POWERS,
Clerk of the Board of Supervisors,
County of Ventura, State of California.

By: *M. Feliciano*
Deputy Clerk of the Board

