



## AGENDA

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

Regular Meetings: The First, Second, And Third Tuesday of each month. Location of meeting is specified at far right.

#### Regular Meeting

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

September 18, 2012

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

**NOTE:** In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

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

**9:00 AM** Call meeting to Order

Pledge of Allegiance

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

Approximately  
thru 10:30 a.m.

## **CLOSED SESSION**

### **BOARD OF SUPERVISORS**

- 1a) **Closed Session** - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: Facts and circumstances: Benton Crossing Landfill compliance issues.
- 1b) **Closed Session** - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: U.S. v. Walker River Irrigation District, et al.
- 1c) **Closed Session--Human Resources** - CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, Brian Muir, and Jim Arkens. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.
- 1d) **Conference with Legal counsel** - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: one.
- 1e) **Conference with Legal Counsel** - CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: Claim For Damages presented by Jesse Carroll.

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

### **2) APPROVAL OF MINUTES**

- A. Approve minutes of the Special Meeting held on August 27, 2012.**
- B. Approve minutes of the Special Meeting held on August 28, 2012.**
- C. Approve minutes of the Special Meeting held on August 29, 2012.**

### **3) BOARD MEMBER REPORTS**

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

Approximately  
10 Minutes

## **COUNTY ADMINISTRATIVE OFFICE**

- 4) CAO Report regarding Board Assignments (Jim Arkens)  
**RECOMMENDED ACTION:** Receive brief oral report by County Administrative Officer (CAO) regarding his activities.

10:30 a.m.  
Approximately  
15 minutes

## **DEPARTMENT REPORTS/EMERGING ISSUES** (PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)

Approximately 5

## **CONSENT AGENDA**

minutes for  
Consent Items

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

**CLERK OF THE BOARD**

- 5a) **Fisheries Commission Appointment** - Ralph Obenberger recently resigned from the Fisheries Commission. His term expires April of 2013. Recently, Gary Jones, from the June Lake area, attended a Fisheries Commission meeting and learned about the vacancy created due to Obenberger's resignation. Mr. Jones has completed and turned in an Application for Appointment to the Commission to fill this unexpired term. Dan Lyster of Economic Development has been in contact with the clerk's office to get this item onto the agenda.

**Recommended Action:** Appoint Gary Jones to the Mono County Fisheries Commission, filling the unexpired term of Ralph Obenberger who recently resigned from his position. Jones' term will expire in April, 2013.

**Fiscal Impact:** None.

**FINANCE**

**Additional Departments:** County Counsel

- 6a) **Lease and Agreement with Southern Mono Healthcare District** - Proposed contract with Southern Mono Healthcare District for operation of the Bridgeport Family Medicine Clinic.

**Recommended Action:** Approve County entry into proposed contract and authorize Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** Estimated annual cost \$92,800, a savings of \$28,000 over current agreement.

**HEALTH DEPARTMENT**

- 7a) **Maternal Child and Adolescent Health Plan for FY 2012-13** - Proposed contract with California Department of Public Health pertaining to Maternal Child and Adolescent Health Plan for FY 2012-13.

**Recommended Action:** Approve County entry into proposed contract and authorize the Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** MCAH funding is a mix of federal and local public health realignment funding. The local funding is required by the federal government to draw down the Title XIX funds. There is no fiscal impact on the county general fund. The budget for this program for FY 2012-13 is \$185,321 from the following funding sources: Federal Title V \$63,000; Federal Title XIX \$43,736; Local Health Realignment \$78,586 for a total of \$185,321.

**COUNTY COUNSEL**

- 8a) **Personnel Appeals Board Appointment** - Personnel appeals board appointment.

**Recommended Action:** Appoint Clay Neely to sit on a pending personnel appeals board.

**Fiscal Impact:** none.

**SHERIFF CORONER**

9a) **Sheriff's Department Boating and Waterways Grant: Equipment and Operations Contract** - The Mono County Sheriff's Department has received a Grant Contract from the California Department of Boating and Waterways in the amount of \$30,000.00 for fiscal year 2012-2013. This grant funds the purchase of miscellaneous equipment and is an annual award granted to the Sheriff's Department.

**Recommended Action:** 1) Authorize the Sheriff's Department (on behalf of the County) to enter into the contract with the California Department of Boating and Waterways for fiscal year 2012-2013. 2) Authorize Sheriff Richard C. Scholl to sign the contract and all reimbursement forms for said contract.

**Fiscal Impact:** FY 2012 - 2013: \$30,000.00 in revenue.

#### **MENTAL HEALTH**

10a) **Behavioral Health Advisory Board Appointments** (Robin K. Roberts) - The Behavioral Health Advisory Board bylaws allow for nine members on the board. Adding these two qualified candidates would bring our numbers up to 7. Robin Wingett and Lisa Thompson have been active at our meetings for some time. Both are engaged and important members of our community and our board.

**Recommended Action:** Appoint Lisa Thompson and Robin Wingett to the Behavioral Health Advisory Board.

**Fiscal Impact:** None.

### **REGULAR AGENDA**

#### **CORRESPONDENCE RECEIVED (INFORMATIONAL)**

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

#### **CLERK OF THE BOARD**

11a) **BLM Notice of Proposed Action** - Letter from Bernadette Lovato, Bishop Field Manager for BLM, informing the public/interested parties about a Notice of Proposed Action regarding the Bishop Field Office's (BIFO) intent to remove graffiti that may occur with Wilderness. The comment period for this ends on September 30, 2012.

\*\*\*\*\*

#### **COUNTY ADMINISTRATIVE OFFICE**

**Additional Departments:** Mono County Superior Court Judges

12a) **Chief Probation Officer - Appointment** (Jim Arkens) - Proposed resolution approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment.  
15 minutes

**Recommended Action:** Approve Resolution #R12-\_\_\_\_, approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The cost of this position for the remainder of FY 12-13 is approximately \$181,369.78, of which \$83,367.00 is salary; \$64,602.36 is the employer portion of PERS, and \$30,400.41 is the cost of the benefits; also included is up to \$3,000.00 in moving expenses and is included in the approved budget.

**Additional Departments:** Behavioral Health

12b) **Amendment to Employment Contract - Robin Roberts** (Jim Arkens and Robin

15 minutes Roberts) - Proposed resolution approving an amendment to the employment agreement with Robin Roberts as Director of Behavioral Health.

**Recommended Action:** Approve Resolution #R\_\_\_\_\_, approving an agreement and first amendment to the employment agreement with Robin Roberts, and prescribing the compensation, appointment and conditions of said employment.

**Fiscal Impact:** The cost of this position for the remainder of FY 12/13 is approximately \$146,387.79 of which \$92,630.00 is salary ; \$17,461.56 is the employer portion of PERS, and \$36,296.24 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (13/14) would be \$175,665.35 of which \$111,156.00 is salary ; \$21,100.03 is the employer portion of PERS, and \$43,409.32 is the cost of the benefits. (\*\*Please note cost information is based on 12/13 figures and a projected rate for Pers.)

**Additional Departments:** County Counsel, Finance, Sheriff

10 minutes **12c) New PSO MOU and Personnel Rules** (Jim Arkens, Marshall Rudolph, Brian Muir) - Proposed resolution adopting and approving a memorandum of understanding between the County and the Mono County Public Safety Officers' Association (PSO) bargaining unit and adopting new personnel rules applicable to that bargaining unit.

**Recommended Action:** Adopt proposed resolution #R12-\_\_\_\_\_, approving a memorandum of understanding between the County and the Mono County Public Safety Officers' Association (PSO) bargaining unit and adopting new personnel rules applicable to that bargaining unit.

**Fiscal Impact:** Estimated \$47,000/year savings.

**SHERIFF CORONER**

**Additional Departments:** County Counsel, HR

10 minutes **13a) Resolution Regarding Additional Deputy Sheriff Compensation** (Sheriff Rick Scholl, Marshall Rudolph) - Proposed resolution authorizing additional compensation for deputy sheriffs performing special assignments pertaining to narcotics enforcement (MONET), care of a law-enforcement canine ("K-9"), and lead worker/supervisor for court security and bailiff functions.

**Recommended Action:** Adopt proposed resolution #R12-\_\_\_\_\_, authorizing additional compensation for deputy sheriffs performing special assignments pertaining to narcotics enforcement (MONET), care of a law-enforcement canine ("K-9"), and lead worker/supervisor for court security and bailiff functions.

**Fiscal Impact:** Est \$12,900/year.

**COUNTY COUNSEL**

**Additional Departments:** Risk Management

5 minutes **14a) Carroll Claim for Damages** (Marshall Rudolph) - Claim for Damages presented on or about August 17, 2012, by Jesse Carroll (County Claim No. CL12-12).

**Recommended Action:** Take no action and direct county counsel to return the claim to claimant because it was not presented within the time required by law.

**Fiscal Impact:** None if the claim is returned as recommended.

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**LUNCH**

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

**BOARD OF SUPERVISORS**

**15a)** **Sierra Business Council** (Steven R. Frisch, Sierra Business Council President) - Sierra Business Council will present its recent publication, "Eastern Sierra Innovation and Prosperity: An Industry Cluster Approach to Economic Sustainability in California's Inyo and Mono Counties". A copy of the report is available in the Clerk of the Board's Office (74 School Street, Annex 1, Bridgeport, CA). A copy is also available online: <http://www.monocounty.ca.gov/bos.html>. This item is being co-sponsored by Supervisors Hunt and Bauer.  
45 minutes

**Recommended Action:** Informational only.

**Fiscal Impact:** None.

**MENTAL HEALTH**

**Additional Departments:** Social Services, Public Health, Probation

**16a)** **Mono County Wraparound Program** (Robin K. Roberts, Ellen Thompson, Julie Tiede, Linda Salcido, Tracie Neal) - Presentation by Ellen Thompson and Robin Roberts regarding Mono County Wraparound Program.  
15 minutes

**Recommended Action:** Provide any desired direction to staff.

**Fiscal Impact:** None.

**16b)** Contract Amendment, Name Change for Position of Maria Lourdes Gonzalez (Robin K. Roberts) - Amendment to employment contract with Maria Lourdes Gonzalez. This is a name change only. In the original contract with Maria Lourdes Gonzalez her title and position was called, "Mental Health Counselor II". This position does not require a California License or a graduate degree as does "Licensed Clinical Therapist-Bilingual". This position's duty will remain the same as in the original contract.  
5 minutes

**Recommended Action:** Adopt Resolution R12-\_\_\_, approving an agreement and first amendment to the employment agreement with Maria Gonzalez and prescribing the compensation, appointment, and conditions of said employment.

**Fiscal Impact:** None.

**PUBLIC WORKS - ROAD DIVISION**

**17a)** **Bus Shelter Encroachment Fee Waiver** (Jeff Walters) - The Eastern Sierra Transit Authority (ESTA) wishes to install a new bus shelter in Bridgeport near the tennis courts on Emigrant Street. The shelter would be of the same design as is already located in other communities in Mono County. ESTA wishes to have the encroachment fee waived by Public Works.  
10 minutes

**Recommended Action:** Consider and potentially authorize the Public Works Director to waive encroachment fees associated with the installation and operation of an Eastern Sierra Transit Authority bus shelter on County property and in County right-of-way in the community of Bridgeport. Provide any desired direction to staff.

**Fiscal Impact:** \$322 in lost encroachment fee revenue.

**FINANCE**

**18a)** **California Public Employees Pension Reform Act of 2013** (Brian Muir) - Presentation by Finance Director regarding California Public Employees Pension Reform Act of 2013.  
20 minutes

**Recommended Action:** None (informational only). Provide any desired direction to staff.

**Fiscal Impact:** None.

**COMMUNITY DEVELOPMENT - PLANNING DIVISION**

**19a)** **Inyo-Mono Integrated Regional Water Management Group** (Heather deBethizy) - Presentation by Heather deBethizy regarding recent activities of the Inyo-Mono IRWM group.  
15 minutes

**Recommended Action:** Receive update and provide any desired direction to staff.

**Fiscal Impact:** None.

**SOCIAL SERVICES**

**20a)** **Eastern Sierra Area Agency on Aging Contract Status Update** (Julie M. Tiede) - Presentation by Julie Tiede regarding the status of the proposed subcontract contract between Inyo County and Mono County for the delivery of Senior Services in Mono County. Review of proposed subcontract terms and conditions for approval.  
25 minutes

**Recommended Action:** Review status of Proposed Subcontract Agreement with Inyo County for the delivery of Senior Services in Mono County. Provide any desired direction to staff based on approval or non-approval of terms and conditions. Execute such Subcontract Agreement if/as deemed appropriate.

**Fiscal Impact:** Fiscal impacts unknown until further direction to staff is provided.

**INFORMATION TECHNOLOGY**

**Additional Departments:** County Counsel

**21a)** **Digital 395 Project and Technology Prioritization and Incentivization** (Nate Greenberg; John Vallejo) - Update the Board of Supervisors on Digital 395 Last Mile Provider Plan concepts as they relate to the prioritization of technology, projects (by community), and an incentive based approach to accomplish desired outcomes.  
1 hour

**Recommended Action:** 1) Receive information on Digital 395 Last Mile Provider Plan. 2) Authorize Nate Greenberg to draft and sign letters of support for grant applicants. 3) Provide direction on DIVCA Franchise Tax fee structure.

**Fiscal Impact:** None.

**ADJOURNMENT**

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2012

**DEPARTMENT** Board of Supervisors

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Closed Session

---

### AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: Facts and circumstances: Benton Crossing Landfill compliance issues.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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No Attachments Available

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/10/2012 5:12 PM	County Administrative Office	Yes
9/10/2012 4:33 PM	County Counsel	Yes
9/10/2012 5:28 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2012

**DEPARTMENT** Board of Supervisors

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
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BOARD**

**SUBJECT** Closed Session

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### AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: U.S. v. Walker River Irrigation District, et al.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/10/2012 5:39 PM	County Administrative Office	Yes
9/10/2012 5:40 PM	County Counsel	Yes
9/10/2012 5:38 PM	Finance	Yes



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 18, 2012

**DEPARTMENT** Board of Supervisors

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Closed Session--Human  
Resources

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Jim Arkens

**PHONE/EMAIL:** 760-932-5413 / jarkens@mono.ca.gov

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

## ATTACHMENTS:

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No Attachments Available

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History		
Time	Who	Approval
8/22/2012 6:42 AM	County Administrative Office	Yes
9/10/2012 5:24 PM	County Counsel	Yes
8/21/2012 3:25 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2012      **DEPARTMENT** Board of Supervisors  
**ADDITIONAL DEPARTMENTS**  
**TIME REQUIRED**      **PERSONS APPEARING BEFORE THE BOARD**  
**SUBJECT** Conference with Legal counsel

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### AGENDA DESCRIPTION:

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

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

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

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***PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING***

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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No Attachments Available

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/12/2012 5:10 PM	County Administrative Office	Yes
9/12/2012 11:51 AM	County Counsel	Yes
9/12/2012 5:21 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2012      **DEPARTMENT** Board of Supervisors  
**ADDITIONAL DEPARTMENTS**  
**TIME REQUIRED**      **PERSONS APPEARING BEFORE THE BOARD**  
**SUBJECT** Conference with Legal Counsel

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### AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: Claim For Damages presented by Jesse Carroll.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

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### MINUTE ORDER REQUESTED:

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/10/2012 5:56 PM	County Administrative Office	Yes
9/10/2012 5:56 PM	County Counsel	Yes
9/11/2012 7:56 AM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2012

**DEPARTMENT** Clerk of the Board

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Board Minutes

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### AGENDA DESCRIPTION:

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

A. Approve minutes of the Special Meeting held on August 27, 2012.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**CONTACT NAME:** Shannon Kendall

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

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**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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[Draft 08-27-12](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/4/2012 7:30 AM	County Administrative Office	Yes
9/10/2012 5:27 PM	County Counsel	Yes
8/30/2012 10:25 AM	Finance	Yes



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

**SPECIAL MEETING  
AUGUST 27, 2012  
Mono County Courthouse, Bridgeport, CA 93517**

<b>Flash Drive</b>	<b>File #1005</b>
<b>Minute Orders</b>	<b>M12-188 Not Used</b>
<b>Resolutions</b>	<b>R12-58 Not Used</b>
<b>Ordinance</b>	<b>Ord12-04 NOT USED</b>

**9:00 a.m.**

**Meeting Called to Order by Chairperson Bauer.**

*Supervisors present: Supervisor Bauer, Hansen, Hazard, Hunt and Johnston.  
Supervisors absent: None.*

**Pledge of Allegiance led by Supervisor Hazard.**

*Lunch: 12:00 p.m.  
Reconvene: 1:00 p.m.  
Closed Session: 1:06 p.m.  
Reconvene: 1:41 p.m.  
Break: 2:47 p.m.  
Reconvene: 3:01 p.m.  
Adjourn: 4:13 p.m.*

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

**Supervisor Hazard:**

- Will talk about potential break in SRA fee, will hold till this afternoon.

**FINANCE DEPARTMENT**

**1a) Fiscal Year 2012-2013 Budget Hearing (Brian Muir)—The 2012-2013 Proposed Budget is available on the Auditor-Controller’s website at: <http://www.monocounty.ca.gov/departments/auditor/auditor.html>.**

**Budget Summary**

**Brian Muir:**

- Gave overview of staff report (included with packet).
- The 2012-2013 budget is the same format as last year.
- Central Services and Radio Budget have been eliminated for various reasons.
- \$71 million budget. \$36 million of general funding expenditures which is \$3 million less than

**Note**

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

last year.

- To stay under the GANN limit, may need to look at capital expenditures in future years.
- Two problems: Solid Waste (budgeted \$450,000 of additional loans); \$1.6 million reserve - should ideally have \$6 million reserve. Regarding non-mandated expenditures: whatever is spent, we need to keep the reserve in mind.
- Mentioned Policy Item schedule.
- There have already been some changes since budget was published; the funding for June Lake and old Substation isn't reflected.
- Once reserve gets set in new budget, a fiscal emergency would need to be declared to get to that money.
- Policy Item list can be updated and addressed at the wrap up time.

**Marshall Rudolph:**

- A fiscal emergency is a different type of emergency.
- 4/5 vote required: after adopting a resolution of what constitutes a fiscal emergency. Went over various examples of what might constitute that type of emergency.
- Spoke about amendment of JPA with the Town; south county Animal Shelter.

**BOARD COMMENTS:**

**Supervisor Hazard:**

- Of the opinion, this board does not have self-discipline to divide the non-county agency funding, not done equally. He suggests the funding get allocated and that staff decides who gets how much.
- Concern about Feds and the future: tax increase in November? He doesn't think California issues have been resolved. The reserve has made it possible to weather the economic crisis. We need to work on getting it raised.
- South County Animal Shelter issues.

**Supervisor Bauer:**

- Every time the non-county agency funding issue comes up, the Board wants to keep control of how it's divided.
- Shouldn't be pushed off to staff; puts them in a difficult situation. Need to stick to allocated amount.
- About reserve: there is forecasting for a new recession. \$1.6 million is not enough. We may need to cut from our existing budget.
- The question is *what* we use the reserve for.

**Supervisor Hunt:**

- We need to keep to allocated amount for non-county agency funding.
- We are supposed to have \$1.8 to \$5.4 million in reserve; need to work toward increasing it.

**Supervisor Hansen:**

- Regarding non-county agency funding: the board members have knowledge of the different entities they represent; are able to divide it equally.
- We need to face the fact that the economy is bad and not getting better.

**Supervisor Johnston:**

- Non-County agency funding: why would we go above what's allocated unless there's an emergency? He thinks staff should have recommendations, if not final decisions.
- A reserve for the sake of a reserve doesn't make sense; we should use it if we need it. Building it up would be good, but a reserve is for hard times.
- Look at reactive policy – if state mandate funding gets cut, we may need to not do those mandates.
- Maybe more money needs to get put into contingency if we are anticipating state budget cuts.
- Detail on Government funds – why significant changes in different areas of that?
- When does the board get to ask for particular policy items?
- P. 13 – Transient Occupancy Tax: got clarification.

**Note**

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

- P. 14 – Why do animal licenses generate more than business licenses? Confusion about Building Division fees? Questions about Interest?
- P. 15 – State AOC Court Screener, reimbursement clarification?
- P. 16 – Geothermal Royalties, questions? Drug Task Force – why lower allocation? Other Government agencies?
- P. 17 – Engineering Services, Public Works? Actual for 2012 vs. Projected for 2013? South County Animal Shelter? Emergency services? A-87 costs?
- P. 18 – several questions.
- Expenditure side – Employee Training resource? Capital Improvement Projects? Mental Health Services Act? Board of Supervisors, County Counsel? EDD/Tourism? Building Department? Health Dept.? Housing Authority?
- Training to include: Team building for organization? Risk Management discussion.
- Constituent information - pass on all the good things county is doing? How to get this information out to public? CAO discussion.
- Gas costs – reducing fuel usage in county? Propose we start that. 10% cut across the board – to inspire departments to developing a strategy. Motor pool discussion.

### **Department Heads**

The following Department Heads came before the board and summarized and answered questions about their budgets:

- Tim Kendall (District Attorney, Victim Witness, Drug Task Force).
- Dan Lyster, Alicia Vennos (Economic Development, Tourism, Fish Enhancement) General discussion regarding future of Economic Development, creative ideas, possible rezoning, personnel changes including Jeff going full time and part time intern. Strategic Planning discussion. Air Alliance contribution to be discussed later. Discussion about policy item requests for Tourism budget which is only supposed to be 1% of TOT, not over that. Supervisor Hunt asked for clarification about what our subsidy amount will be? Has heard rumors about what that money will be used for.
- Sheriff Scholl (Sheriff-Coroner, Radio (going away, to be combined with OES), Boating Safety, Court Security, Jail, SAR, OES, Terrorism). Gave highlights of accomplishments. Summarized proposed budget(s). To come back before the Board: sell back of sprung structure for SAR.
- Nancy Boardman (Animal Control and South County Animal Shelter). Discussion on timing and billing issue with regards to So. County Shelter revenues. Overall Board support to keep the South County Shelter open. Discussion about “pet chipping” as potential source of revenue.

### ***Lunch Recess***

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

#### **Supervisor Hazard:**

SRA Fee discussion:

- Talked about a class action lawsuit.
- Email/phone call from RCRC, late Friday evening. Two bills have been introduced: AB 1500 (corporate tax closing of the tax loophole) and SB 1040 (senate bill to appeal the SRA fees). Both require 2/3 vote to pass.
- Current thinking: to watch legislation. No word yet on how it's progressing.
- Governor has indicated that he would be willing to sign AB1500.
- He believes AB 1500 would benefit the State of California and SB 1040 would be beneficial to his constituents.

2a)

**CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** Government Code section 54956.8. Property: APNs 008-092-008, 008-092-006, 008-092-007, 008-092-003,

#### **Note**

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

008-092-004, and 008-060-060. Agency negotiators: Rita Sherman, Jim Arkens, Brian Muir, and Marshall Rudolph. Negotiating parties: Mono County and Redlands Security Company. Under negotiation: price.

*The Board had nothing to report out of closed session.*

**3a) FINANCE DEPARTMENT: Budget Hearings Continued**

**Department Heads**

The following Department Heads came before the board and summarized and answered questions about their budgets:

- Rita Sherman, Mary Booher, Jeff Walters (Public Works – Engineering, County Facilities, CIP, Insurance, Campgrounds Enterprise Fund, Cemeteries enterprise Fund, Airports Enterprise Fund). Discussion about the use of local services, discussion about Housing Authority money that's been set aside for some time; Supervisor Johnston had some ideas, he put out dollar amounts for potential policy item discussions. Brian Muir: the two items that Larry asked for should go onto mid-year budget review. Board consensus: these need to be brought back aside from budget process.

**4a) COMMUNITY DEVELOPMENT DEPARTMENT**

Update on the Bridgeport Main Street Revitalization Design Fair (Wendy Sugimura)

**ACTION:** None.

**Scott Burns:**

- Introduced Dan Burden.
- He's been working on Bridgeport project.
- Tony Dublino has been instrumental in getting this grant through.

**Dan Burden (Walkable and Livable Communities Institute):**

**Powerpoint:**

- Livability and the role of Transportation.
- Complete our streets, complete our town.
- Project area: Bridgeport, CA.
- Walkability audit, existing conditions, vision, values.
- General Priorities (trees, gateways, road diets, curb extensions).
- Tools and Resources.

**Board Comments:**

**Supervisor Hansen:**

- Glad about the high turnout at local meetings.

**Supervisor Hunt:**

- It's easy for Caltrans to downsize a highway?

**Supervisor Johnston:**

- Thanked him.

**Supervisor Bauer:**

- Thanked him for coming back.

**Note**

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

**5a) FINANCE DEPARTMENT: Budget Hearings Continued.**

**Department Heads**

The following Department Heads came before the board and summarized and answered questions about their budgets:

- Jeff Walters (Road Fund, Motor Pool Internal Service Fund). Policy Item discussion. Brian Muir explained motor pool, how expenses work, etc. Supervisor Johnston asked questions, voiced ideas/concerns. Brought up 10% cut in fuel usage. Various Board comments; vehicle purchases can be delayed but that money can't just be used for something else. Jim Arkens – practice has been making employees drive county cars when doing out of town business. Supervisor Hazard – need to revisit policy regarding county car use vs. personal vehicle and reimbursements, etc.
- Tracie Neal (Probation). Supervisors asked various questions.

**Brian Muir:**

- Increase in net cost for Probation due to grant re-budgeting, etc.
- Asked about direction from Supervisor Johnston? Reducing fuel? Policy item?
- Board consensus – keep Supervisor Johnston's suggestions/proposals outside budget hearing discussion. Bring back as separate item.
- For Road Fund: Board needs to know what he's doing with STIP funds?

ADJOURNMENT 4:13 p.m.

ATTEST:

\_\_\_\_\_  
VIKKI BAUER  
CHAIR

\_\_\_\_\_  
SHANNON KENDALL  
SR. DEPUTY CLERK OF THE BOARD

**§§§§§**

**Note**

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





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2012

**DEPARTMENT** Clerk of the Board

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Board Minutes

---

### AGENDA DESCRIPTION:

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

B. Approve minutes of the Special Meeting held on August 28, 2012.

---

### RECOMMENDED ACTION:

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### FISCAL IMPACT:

---

**CONTACT NAME:** Lynda Roberts

**PHONE/EMAIL:** 760-932-5538 / lroberts@mono.ca.gov

---

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

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[Draft Minutes of August 28 2012](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/4/2012 7:31 AM	County Administrative Office	Yes
9/10/2012 5:27 PM	County Counsel	Yes
8/30/2012 10:25 AM	Finance	Yes



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

**SPECIAL MEETING  
AUGUST 28, 2012**

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

<b>Flash Drive</b>	<b>Portable Recorder</b>
<b>Minute Orders</b>	<b>M12-188 NOT USED</b>
<b>Resolutions</b>	<b>R12-58 NOT USED</b>
<b>Ordinance</b>	<b>Ord12-04 NOT USED</b>

**9:00 a.m. Meeting Called to Order by Supervisor Bauer, Chair**

- Supervisors present: Bauer, Hansen, Hazard, Hunt, and Johnston
- Supervisors absent: None

**Pledge of Allegiance led by Supervisor Hansen**

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

- **Mary Booher**, Finance Department: County was awarded a \$50,000 CDBG planning and technical assistance grant, which will be used to get a start-up business going so it can then make CDBG loans.
- **Brent Truax**, speaking on behalf of Mammoth Lakes Chamber of Commerce: Air service is important, and the Board needs to consider the impact of this service to the County. Every dollar spent makes an impact; Mammoth drives the economic engine of the County. Truax said his guests are here to see the County and go to Yosemite; not here just to see Mammoth. Air service improves the quality of life in Mono County.
  - **Supervisor Hazard:** Suggested that organizations such as the Chamber of Commerce educate the public directly by meeting with community groups and presenting the information to them.

Closed Session: 9:14 a.m.  
Break: 10:00 a.m.  
Reconvened: 10:07 a.m.  
Lunch: 11:56 a.m.  
Reconvened: 1:11 p.m.  
Adjourn: 4:08 p.m.

**Note**

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

- 1a) The Board had nothing to report from Closed Session.**  
**CLOSED SESSION PUBLIC EMPLOYMENT.** Government Code section 54957.  
Title: Assistant Assessor.

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

- **Ted Carleton, The Sheet:** About three years ago the Board decided to publish public notices in both local papers with the understanding that papers would be distributed countywide. Carleton has been doing this, but his competitor has not.
  - **Board:** Directed staff to research this issue and agendize for Board discussion.

- 2a) FINANCE DEPARTMENT**  
**Continue Fiscal Year 2012-2013 Budget Hearing (Brian Muir)**—The 2012-2013 Proposed Budget is available on the Auditor-Controller’s website at:  
<http://www.monocounty.ca.gov/departments/auditor/auditor.html>.

**ACTION:** Continue budget hearing from Monday, August 27, 2012.

**Department Heads**

The following Department Heads came before the Board to review their budgets and answer questions. Board Members provided direction as necessary.

- **Marshall Rudolph:** County Counsel
- **Tom Perry:** Building
- **Scott Burns:** Community Development—Planning & Transportation
- **Lynda Salcido:** Public Health, Emergency Medical Services
- **George Milovich:** Agricultural Commissioner
- **Tony Dublino:** Solid Waste
  - Public comments about higher fees and potential increase of illegal dumping (Ted Carleton, Fred Stump).
  - Board directed staff to agendize this issue for discussion.
- **Clay Neely:** Information Technology

**Lunch Recess**

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

- **Supervisor Johnston:** Delivered the letter that was approved by the Board last week to Rusty Gregory, Mammoth Mountain Ski Area. Johnston will be meeting with Gregory tonight, and will provide the Board with an update about the meeting.

- 2b) Budget Hearings Continued**

**Tax Administration Fee Report**

**Brian Muir, Finance Director:** Explained how the fee is calculated and how it is apportioned. The Revenue and Taxation code requires the fee to be billed; the Board can subsidize the fee if so desired. Muir answered questions.

**Public Comments**

- **Hank Brown:** Asked for clarification about the ERAF (pertains to schools, which are not billed by law). Special Districts would like the fees reduced; he suggested basing a reduction on districts’ revenues.
- **Mike Curti, Antelope Valley Fire Protection District:** Services are impacted when the tax administration fee increases; he requested a refund of the full amount. This district receives

**Note**

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

no fire protection fees from the buildings in his districts (like some communities do), and has no fire hydrants. The County structures create a hardship (due to the size), and every dollar is important.

- **Brent Harper, Mammoth Lakes Fire Protection District:** The administration fees have continued to increase since 2005 (300%). His district provides a lot of services to the County; the administration fee impacts the level of service provided. Some counties have a county-wide taxing district to generate revenue for fire districts. His district has federal, state, and county buildings to protect; the district doesn't receive tax revenue for these buildings since these entities don't pay property taxes. He would like to recoup the costs for services that benefit the entire County.
- **Joe Harris, White Mountain Fire Protection District:** They have about \$3,300 per month to run the department, yet some of the costs are the same as big districts (such as heating costs). For his district, the \$1,865 administration fee is significant and impacts their operation. They are a volunteer fire service so can't reduce employees in order to recoup lost revenue. This district also provides ambulance service. He requested an adjustment or refund of the tax administration fee.
- **Tim Fesko:** Asked for clarification about the direct costs used to calculate the fee.
- **Ron Day, Long Valley Fire:** Concurred with previous comments; supported the idea of increasing the amount allocated to the First Responders Fund.
- **Bob Peters:** Believes districts should not go below a certain budget level. Perhaps the County could loan money to districts which could be repaid when administration fees go down. He suggested helping even out the peaks and valleys in their budgets.
- **Fred Stump:** The general feeling amongst the chiefs has been to protect the smallest districts. An increase in the First Responders Fund would help the smaller districts. This would not help the top three districts, but their mutual aid resources are small districts.

#### **Staff and Board Comments**

- **Brian Muir:** The Board currently subsidizes audits, and the work in the finance department is not billed (such as making deposits and completing payroll). Costs will go down somewhat when the computer system is paid off in one more year.
- **Supervisor Hazard:** Talked about the First Responders Fund (\$133,000) and the fund's intended use to assist fire protection districts. If the County reduces costs in the Assessor's Office by restructuring, this will reduce the administration fee; but a reduction would not be reflected for 2-3 budget cycles. A countywide CSA district could be used to generate revenue for the fire districts, but today the Board could take immediate action by increasing the First Responders Fund.
- **Supervisor Johnston:** The Assessor's Office has to collect taxes and the costs are what they are. He agreed with the idea of increasing the First Responders Fund if money is available. Other cost-reducing measures could be to affix a cap on the fee, or perhaps don't charge smaller districts.
- **Supervisor Hansen:** Agreed with the idea of increasing the First Responders Fund this year if feasible.
- **Supervisor Hunt:** The County is in the process of reviewing the Assessor's Office to find efficiencies. He suggested reviewing the option of creating a countywide fire district so the burden is evenly distributed, and considering a subsidy for the small districts that are below a certain budget amount.
- **Supervisor Bauer:** Concurred with the ideas of helping the districts. Besides assisting with audits, perhaps the County can help in other ways, such as insurance pooling. Mammoth Fire Department has helped the small districts, yet doesn't get a return on their service.

At tomorrow's budget hearing the Board will discuss an increase in the First Responders Fund.

#### **Department Heads**

The following Department Heads came before the Board to review their budgets and answer questions. Board Members provided direction as necessary.

#### **Note**

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

- **Julie Tiede:** Child Support Services, Social Services
- **Robin Roberts:** Mental Health
- **Lynda Roberts:** Clerk-Recorder, Elections, Clerk of the Board
- **Brian Muir:** Finance, Operating Transfers, Copier Internal Service Fund, Other Budgets, Assessor, Dependent Special Districts
- **Jim Arkens:** County Administrative Officer

The Board reviewed the fund balances.

**ADJOURN: 4:08 p.m.**

ATTEST:

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VIKKI BAUER  
CHAIR

---

LYNDA ROBERTS  
CLERK OF THE BOARD

**§§§§§**

**Note**

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2012

**DEPARTMENT** Clerk of the Board

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Board Minutes

---

### AGENDA DESCRIPTION:

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

C. Approve minutes of the Special Meeting held on August 29, 2012.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**CONTACT NAME:** Shannon Kendall

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

---

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

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/4/2012 7:31 AM	County Administrative Office	Yes
9/10/2012 5:27 PM	County Counsel	Yes
8/30/2012 10:26 AM	Finance	Yes





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

**SPECIAL MEETING  
AUGUST 29, 2012  
Mono County Courthouse,  
Bridgeport, CA 93517**

<b>Flash Drive</b>	<b>File #1006</b>
<b>Minute Orders</b>	<b>M12-188- to M12-189</b>
<b>Resolutions</b>	<b>R12-58 Not Used</b>
<b>Ordinance</b>	<b>Ord12-04 NOT USED</b>

**9:00 a.m. Meeting Called to Order by Chairperson Bauer.**

*Supervisors present: Supervisor Bauer, Hansen, Hazard, Hunt and Johnston.  
Supervisors absent: None.*

**Pledge of Allegiance led by Supervisor Hunt.**

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

**Bob Peters:**

- Meeting last night regarding the revitalization project for Bridgeport. Huge turnout and there is overwhelming support to go forward with this project.

**Ron Day:**

- Digital 395 Consortium will have a booth at the Tri-County fair.
- They will eventually have a web page and would like to link to Supervisors page at some point.

**Larry Johnston:**

- He and Tim Alpers hand delivered the letter drafted to Rusty Gregory requesting support. (shuttle bus, special discounted lift tickets and utilizing the 800 Mammoth reservation system).
- Shuttle bus: he doesn't want to spend any more money. He would be up for running an employee bus if there were enough employees to get to Mammoth. Could also be used by public if necessary. (7 person bus.) Not interested in any monetary contribution to the bus system. If a bus system is put into place through ESTA, he'd be willing to offer discounted lift tickets.
- Specially discounted lift ticket for June businesses: Rusty is fine with this. Group needs to call Rusty and set up meeting with marketing group and work details out.

**Note**

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

- Distributing and selling through 800 Mammoth Reservation System: Rusty is fine with this, needs to be worked out through marketing system.
- Use of chair 5 area for snow play and sledding: problematic under special use permit. Not totally out of the question but his view was that this was not a priority.
- Providing a snow cat to do cross country ski trails: he's not willing to provide funding for that nor does he think the type of snow cats he has available are appropriate for cross country ski trails. Maybe he can help find one to rent? Maybe use Mammoth Nordic as resource.
- Use of parking lot for events and activities: that's fine with him. He's willing to have it cleared on case by case basis (i.e. if there were an event in June Lake Village, it could be used for overflow parking, etc.).
- Providing public access to chair one (to main chalet): will be operated periodically but this does present liability issues due to special use permit and he's therefore not in favor of this.
- Providing marketing, communications, etc. through existing MMSA databases: need to meet with marketing people.
- Provided expertise regarding social media – work with marketing group.

**Tim Alpers:**

- All of the information gathered from Rusty Gregory will be passed on to Consortium.

**Supervisor Bauer:**

- Has since found out that if *anything* is done to the snow, there is a liability issue with insurance. They're considering giving a bit more money to Forest Service to do extra grooming.

**FINANCE DEPARTMENT**

- 1a) Continue Fiscal Year 2012-2013 Budget Hearing (**Brian Muir**)—**The 2012-2013 Proposed Budget is available on the Auditor-Controller's website at: <http://www.monocounty.ca.gov/departments/auditor/auditor.html>.**

- M12-189 **ACTION:** Approve Fiscal Year 2012-2013 budget as revised.  
**Hazard moved; Bauer seconded**  
**Vote: 5 yes; 0 no**

Budget discussion continued from Tuesday, August 28, 2012.

**Board Budget Discussion**

**Brian Muir Finance Director:**

Housekeeping:

- Discussion about Mammoth Lakes Fire District, gave explanation about fee increases, etc.
- Supervisor Hazard – discussion about Assessor's office – asked Board to consider taking the Admin. Operations Manager off flow chart and putting amount back into budget.
- Went over list of items to later be brought back to board.

Brian distributed copies of an updated budget chart showing total funds available and budget requests. Board reviewed and discussed each line item.

**BOARD OF SUPERVISORS**

- General Fund Reserve: **allocate \$1,776,335**
- General Fund Contingency: **allocate \$360,000**

**Note**

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

- Air Service Guarantee: **allocate \$85,000 (not unanimous: 4 yes, 1 no: Hansen; caveat for Hazard: our pot of money should be put in last)**

#### OPERATING TRANSFERS

- Support for Non-County Agencies/Organizations: **allocate \$75,000**
- Support for First Responders: **allocate \$133,000 (discussion on capping tax admin. fees, or reimbursing smaller districts. Brian voiced concerns about liability)**
- Additional Support for First Responders: **allocate \$17,000**
- Direct Support for First Responders: **Direct PTA Reimbursement to FPD, \$20,756**

#### CAPITAL IMPROVEMENT PLAN

- Antelope Valley Community Center: **allocate \$55,000**
- Hospital Boilers (2), Air Handler and Controls: **allocate \$125,000**
- Old Substation Renovation: **Eliminate from CIP (\$0)**
- Old Substation Demolition : **Defer to mid-year**
- Design New Chalfant Community Center: **Defer to mid-year**
- Crowley Lake Community Center Parking Lot Stairs: **Defer to mid-year**
- Tennis Court Upgrades County Parks: **Defer to mid-year**
- Siting/Design Lee Vining Road Shop: **Defer to mid-year**

#### CEMETERIES

- Mapping and Maintenance Upgrades: **allocate \$25,000**

#### ECONOMIC DEVELOPMENT

- Intern Position: **allocate \$18,735**
- Economic Development Assistant: **allocate \$87,215**

#### FINANCE/HUMAN RESOURCES

- Electronic Timekeeping System: **Defer to mid-year**

#### PUBLIC WORKS/ROAD/SOLID WASTE/MOTOR POOL

- Road – Boom Flail Mower: **allocate \$27,000 (would not be general fund money)**
- Solid Waste, Additional Loan: **allocate \$225,000, defer \$225,000 to mid-year**
- Motor Pool, Vehicle Replacement: **allocate \$540,000 (staff directed to bring specific purchases to the board as they come about; Vote: 4 yes, 1 no: Johnston)**
- Motor Pool, Vehicle Replacement Vehicle Change Supplement: **allocate \$6,000 (4 yes; 1 no: Johnston)**

#### TOURISM

- Additional Tourism Funding – Multi-Device Mobile Platform: **allocate \$22,000**
- June Lake Support – **allocate \$100,000 (discussion about providing group with more direction, otherwise nothing will happen, Supervisor Bauer objects to not earmarking some of this money for transit)**

#### Note

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

**(2a) BOARD OF SUPERVISORS**

**Addendum  
Item  
Taken First**

**Letter to Senator Steinberg Opposing SB 1148** - (Supervisor Bauer): Proposed letter opposing Senate Bill 1148, which reprioritizes the mission of the Department of Fish and Game such that wild and native trout programs would take priority over hatchery operations.

**M12-188 Action:** Approve and authorize chair to sign proposed letter.  
**Hansen moved; Hunt seconded**  
**Vote: 5 yes; 0 no**

**ADJOURN 11:33 a.m.**

ATTEST:

\_\_\_\_\_  
VIKKI BAUER  
CHAIR

\_\_\_\_\_  
SHANNON KENDALL  
SR. DEPUTY CLERK OF THE BOARD

**§§§§§**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2012

**DEPARTMENT** Clerk of the Board

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Fisheries Commission  
Appointment

### AGENDA DESCRIPTION:

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

Ralph Obenberger recently resigned from the Fisheries Commission. His term expires April of 2013. Recently, Gary Jones, from the June Lake area, attended a Fisheries Commission meeting and learned about the vacancy created due to Obenberger's resignation. Mr. Jones has completed and turned in an Application for Appointment to the Commission to fill this unexpired term. Dan Lyster of Economic Development has been in contact with the clerk's office to get this item onto the agenda.

### RECOMMENDED ACTION:

Appoint Gary Jones to the Mono County Fisheries Commission, filling the unexpired term of Ralph Obenberger who recently resigned from his position. Jones' term will expire in April, 2013.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Shannon Kendall

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

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

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## ATTACHMENTS:

Click to download

- [📄 Fisheries Staff Report](#)
  - [📄 Application for Fisheries Comm](#)
- 

### History

Time	Who	Approval
9/10/2012 5:13 PM	County Administrative Office	Yes
9/10/2012 5:54 PM	County Counsel	Yes
9/10/2012 5:29 PM	Finance	Yes



## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5538/5534 • FAX (760) 932-5531

**Lynda Roberts**  
**Clerk of the Board**  
lroberts@mono.ca.gov

**Linda Romero**  
**Assistant Clerk of the Board**  
lromero@mono.ca.gov

To: Honorable Board of Supervisors  
From: Shannon Kendall, Sr. Deputy Clerk of the Board  
Date: September 18, 2012

### Subject

Appointment to the Mono County Fisheries Commission to fill unexpired term.

### Recommendation

Appoint Gary Jones to the Mono County Fisheries Commission, filling the unexpired term of Ralph Obenberger who recently resigned from his position. Jones' term will expire in April, 2013.

### Discussion

Ralph Obenberger recently resigned from the Fisheries Commission. His term expires in April of 2013. Gary Jones from the June Lake area recently attended a Fisheries Commission meeting and learned about the vacancy created due to Obenberger's resignation. Mr. Jones has completed and turned in an Application for Appointment to the Commission to fill this unexpired term. Dan Lyster of Economic Development has been in contact with the clerk's office to get this item onto the agenda.

### Fiscal Impact

None.

**MONO COUNTY  
APPLICATION FOR APPOINTMENT  
TO BOARDS/COMMISSIONS/COMMITTEES**

DATE 24 AUGUST 2012

NAME R. GARY JONES

POSITION APPLIED FOR:

MONO COUNTY FISHERIES COMMISSION

RESIDENCE  
ADDRESS

300 GRUNDELWALD RD. / P.O. BOX 7122  
MAMMOTH LAKES, CA 93546

PHONE

BUSINESS  
ADDRESS

760) 934-9330 760) 937-7795  
6957 HWY. 198 / P.O. BOX 116  
JUNE LAKE, CA. 93529

PHONE

OCCUPATION

760) 648-7525  
OWNER/OPERATOR OF  
SILVER LAKE RESORT

How did you learn of the opening? ATTENDANCE @ MLEC  
MEETINGS & CONVERSATIONS W/ RALPH OBENBERGER

Please state briefly any experience of which you feel will be helpful when you  
serve in this appointment: I HAVE OWNED & OPERATED SILVER  
LAKE RESORT, A SUMMER FISHING RESORT ON THE  
JUNE LAKE LOOP FOR 35 YEARS. I HAVE A DEEP  
UNDERSTANDING OF THE IMPORTANCE OF FISHING AND THE

Other information may be submitted by resume if desired. MONO CO. ECONOMY.

Summary of background and skills: DURING THE LAST 35 YEARS  
I HAVE INTERACTED W/ DEPT. OF FISH & GAME, TIM  
ALPERS AND IAG WHICH HAS DEVELOPED KNOWLEDGE  
OF STOCKING AND THE IMPACT OF FISHING TO THE  
ECONOMY OF MONO COUNTY.



Professional experience: OPERATION OF SILVER LAKE RESORT  
FOR 35 YEARS, MAMMOTH LAKES SCHOOL BOARD  
MEMBER FOR 12 YEARS, ENGINEERING & CONSTRUCTION  
BUSINESS IN SO. CALIF., DIRECTED MONO CO. CHAMBER  
W/ BILL KELSEY IN THE LATE 1980'S.

Education: B.S. ENGINEERING

Professional and/or community organizations: \_\_\_\_\_

JUNE LAKE CHAMBER

Personal interests and hobbies: \_\_\_\_\_

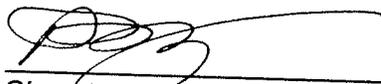
OPERATING ONE OF THE BEST SUMMER  
RESORTS IN MONO COUNTY.

Have you ever been convicted of a felony, which would disqualify you from appointment? If you are appointed and cannot be bonded as required, your appointment will be revoked. NO.

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5533.

Please return application to:

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

  
Signature \_\_\_\_\_

R. GARY JONES

8/24/12  
Date \_\_\_\_\_



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 18, 2012	<b>DEPARTMENT</b>	Finance
<b>ADDITIONAL DEPARTMENTS</b>	County Counsel		
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	Lease and Agreement with Southern Mono Healthcare District		

### AGENDA DESCRIPTION:

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

Proposed contract with Southern Mono Healthcare District for operation of the Bridgeport Family Medicine Clinic.

### RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

### FISCAL IMPACT:

Estimated annual cost \$92,800, a savings of \$28,000 over current agreement.

**CONTACT NAME:** Brian Muir

**PHONE/EMAIL:** (760) 932-5494 / bmuir@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

## ATTACHMENTS:

Click to download

[Staff Report](#)

[Bridgeport Clinic Lease Agreement](#)

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History		
Time	Who	Approval
9/4/2012 7:31 AM	County Administrative Office	Yes
9/11/2012 9:59 AM	County Counsel	Yes
8/30/2012 10:23 AM	Finance	Yes



# DEPARTMENT OF FINANCE COUNTY OF MONO

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P.O. BOX 556, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5490 • FAX (760) 932-5491

*Rosemary Glazier*  
Assistant Finance Director  
Treasurer-Tax Collector

*Brian Muir*  
Finance Director

*Roberta Reed*  
Assistant Finance Director  
Auditor-Controller

**Date:** September 18, 2012

**To:** Honorable Board of Supervisors

**From:** Brian Muir, Director of Finance

**Subject:** Lease with Southern Mono Healthcare District for Operation of the Bridgeport Family Medicine Clinic

**Recommended Action:**

Approve County entry into proposed lease and authorize Chair to execute said lease on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:**

Estimated annual cost \$92,800, a savings of \$28,000 over current agreement.

**Discussion:**

The lease subsidizes the Hospital's costs to staff the Bridgeport clinic. Terms of the new lease are similar to the current one, except the County's payment to Southern Mono Healthcare District has been reduced. The Hospital District also agreed to provide new employee physicals at no charge in Mammoth as well as Bridgeport, and to provide services to inmates of the Jail at a 30% discount.

The Board approved a prior version of this lease in May. However, the Hospital District's counsel requested a number of minor changes to clarify some of the provisions resulting in the current version. The Hospital District has already approved this version.

**LEASE AND AGREEMENT BETWEEN THE COUNTY OF MONO AND  
THE SOUTHERN MONO HEALTHCARE DISTRICT PROVIDING FOR THE OPERATION  
OF THE BRIDGEPORT FAMILY MEDICINE CLINIC IN BRIDGEPORT, CALIFORNIA**

**INTRODUCTION**

This Lease and Agreement is entered into by and between the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County") and the Southern Mono Healthcare District, a local health care district organized pursuant Health and Safety Code Sections 32000 et seq. (hereinafter referred to as "District"). County and District are collectively referred to herein as the "Parties."

1. The County owns a 14,844 square foot building on Twin Lakes Road in Bridgeport, California (the "Bridgeport Clinic Building" or the "Building"). A floor plan of the Building is attached hereto as Exhibit "A" and incorporated by this reference.
2. The Building was at one time operated by the County as Mono General Hospital. Following closure of the hospital, portions of the Building were leased by a series of private physicians and operated as private health clinics, subsidized in part by the County.
3. Since 2003, the Southern Mono Healthcare District has operated the Bridgeport Family Medicine Clinic (the "Clinic") within the Bridgeport Clinic Building, pursuant to a Lease and Agreement with the County, which includes payment by the County of a portion of the District's cost to operate the Clinic.
4. The County would like the Bridgeport Clinic Building to continue to be utilized as a medical clinic in order that residents and visitors in the Bridgeport area will have access to medical care.
5. Further, the presence of a medical clinic in Bridgeport provides a valuable service to the County by providing medical care to inmates of the Mono County Jail and to County employees.
6. Due to the small population and isolated location of Bridgeport, no medical services (other than those provided or subsidized by the County in the past) have been available within the area for more than 10 years.
7. The District has expressed an interest in continuing to operate its Bridgeport Family Medicine Clinic in the Building, provided that the County continues its payment for a portion of the costs of operation.
8. The County wishes to continue to lease portions of the Bridgeport Clinic Building to the District for use as the Bridgeport Family Medicine Clinic, and to pay a portion of the District's cost to operate the Clinic, under the terms and conditions set forth in this Lease and Agreement, in order to maintain and ensure the availability of medical care in Bridgeport.

Now, therefore, the County of Mono and the Southern Mono Healthcare District do hereby agree as follows:

## TERMS AND CONDITIONS

### 1. TERM

This Lease and Agreement shall take effect on the latter of the dates of its execution by the Parties and shall terminate on June 30, 2013 (the "Term"). Upon taking effect, this Lease and Agreement shall supersede and replace the Lease and Agreement Between the County of Mono and the Southern Mono Healthcare District entered into on July 1, 2003 (the "Prior Agreement"), which has remained in effect and shall be of no further force and effect upon this Agreement taking effect.

### 2. PREMISES AND EQUIPMENT

- a. Premises. The District shall lease from the County that area shown on Exhibit "A" as the Bridgeport Family Medicine Clinic, consisting of approximately 3,177 square feet within the Bridgeport Clinic Building (the "Premises"). The District, its employees, agents, assigns, customers, and licensees shall additionally have the limited, and non-exclusive right to access the Premises during business hours through that portion of the Building identified on Exhibit "A" as the "Entry," and consisting of approximately 432 square feet.
- b. Sublease. The District shall not sublease any portion of the Premises for any purpose.
- c. Entry or Use by the County. The County may, with the consent of the District, use any portion of the Premises for any purpose that is compatible with or in furtherance of the operation of the Bridgeport Family Medicine Clinic. Additionally, the District will permit the County, or an authorized representative of the County, to enter the Premises at all reasonable times or during usual business hours for the purposes of inspection, repairs or reconstruction, or the performance of any work therein that may be necessary or desirable, provided the County gives the District reasonable advanced notice of its intent to enter the Premises which describes the work to be performed. Any such entry shall be subject to and in full compliance with medical and patient privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA).
- d. Equipment.
  - i. **County-owned**. The District shall have use of all equipment, furnishings, and supplies (hereinafter "Equipment") presently located at the Premises and owned by the County for the purposes of performing the services in this Lease and Agreement. An inventory of County-owned Equipment located at the Premises as of the effective date of this Lease and Agreement is attached as Exhibit "B" and incorporated herein by this reference. Such County-owned Equipment (and any Equipment acquired by the County during the Term of this Lease and Agreement and made available to the District for its use in operation of the Clinic) is, and at all times shall remain, the sole and exclusive property of the County. The District will use reasonable care to protect, safeguard, and maintain such items while they are in the District's possession. The District will be financially responsible for any loss or damage to such items, partial or total. Damages shall be limited to fair market value, not replacement cost. The District is not

responsible for damage or wear and tear to such items caused by reasonable and normal use. County shall maintain a list of any equipment, furnishings, and supplies acquired during the Term which are subject to this paragraph.

- ii. ***District-owned.*** Any Equipment and trade fixtures owned by the District prior to the commencement of this Lease and Agreement, or supplied by the District during its Term, shall be the sole and exclusive property of District and shall remain property of the District upon termination. The County shall not be liable for any damage to property or Equipment of the District or of others located on the Premises. County is not responsible or liable for any toxic or hazardous materials storage or disposal.

### 3. TERMINATION, BREACH, AND SURRENDER OF PREMISES

- a. **Termination.** This Lease and Agreement may be terminated prior to expiration of the Term as follows:
  - i. ***At-will Termination by Either Party.*** Either Party may terminate this Lease and Agreement at will and without cause by providing the other Party with ninety (90) days written notice of its intent to terminate.
  - ii. ***Termination by the County for Cause.*** In the event of violation, breach, or default (hereinafter "Breach") of any term or condition of this Lease and Agreement by the District, which is not corrected within thirty (30) days after written notice thereof from the County (or such longer period as the County may provide), or if the District should vacate or abandon the Premises, then the County may by written notice to the District terminate this Lease and Agreement.
  - iii. ***Termination by the District for Cause.*** In the event of Breach of any term or condition of this Lease and Agreement by the County, which is not corrected within thirty (30) days after written notice thereof from the District (or such longer period as the District may provide), then the District may terminate this Lease and Agreement by providing written notice of termination to the County.
- b. **Surrender of Premises.** Upon any termination of this Lease and Agreement, whether by lapse of time, termination, forfeiture, or otherwise, the District shall surrender immediately possession of the Premises and all improvements within which the same are located to the County in good order, condition and repair, reasonable wear and tear excepted. The District shall remove all furniture, furnishings, equipment, or other items belonging to the District. If any such property shall remain on the Premises after termination, then the County and the District shall mutually determine its disposition, provided that the County may direct the District to remove such property.
- c. **Remedies.** In addition to the remedy of termination described above, in the event of any Breach of this Lease and Agreement that is not corrected within the time provided in the written notice, the non-defaulting Party may exercise any remedy available at law including, but not limited to, an action for damages or specific performance.

- d. Force Majeure. Delay in the performance of any obligation by either Party under this Lease and Agreement shall be excused to the extent that the delay is occasioned by the other Party, strikes, threats of strikes, blackouts, war, threats of war, bombing, insurrection, invasion, acts of God, calamities, civil commotions, violent action of the elements, snow, fire, action or regulations of any governmental authority, state law, or ordinances, or other matters or things beyond the reasonable control of the obligated Party.

#### 4. CONSIDERATION

As consideration for the lease of the Premises, the District agrees to perform the work and services described in Exhibit "C", attached hereto and incorporated by this reference, in accordance with all federal, state and local laws and regulations governing the operation of a medical clinic, as defined in 22 CCR § 75013. Such laws include, but are not limited to: California Health and Safety Code §§ 1200 et seq., and Division 5, Chapter 7 of Title 22 of the California Code of Regulations.

#### 5. PAYMENT BY COUNTY

- a. Professional Fees. In exchange for the District's provision of the services described in Exhibit "C," and upon receipt of a detailed and itemized report as required by Section 15, County shall pay the District up to \$10,700 per month. Such payment shall be reduced monthly by 51% of the first \$8,000 in gross monthly billing and 20% of any additional gross monthly billing, and shall in no event exceed \$450 per day that the Clinic is in operation in accordance with this Lease and Agreement. Payment to the District by the County shall be in arrears and within fifteen (15) days after receiving an invoice or billing therefor.
- b. Supplies and Equipment Maintenance. Upon the District's submission of an invoice and supporting documentation to the County within twenty-one (21) days of the last day of the calendar month in which such costs were incurred, the County shall, within fifteen (15) days of receipt of the invoice, reimburse the District for the actual costs of paper or linen supplies necessary to operate the Clinic, and for the actual cost of necessary ongoing maintenance of equipment in use by the Clinic, including required biomedical checks.
- c. Energy and Utility Costs. Upon the District's submission to the County of an invoice and supporting receipts, bills, and other documentation demonstrating the actual cost to District for monthly charges for energy and utility (including telephone, telecommunications, and facsimile) charges incurred in the operation of the Clinic, within twenty-one (21) days of the last day of the calendar month in which such bills were paid by the District, the County shall, within fifteen (15) days of receipt of the invoice, reimburse the District for those costs.

#### 6. PAYMENT LIMITS, EXCLUSIONS, AND TAXES

- a. No Additional Consideration. Except as expressly provided in the Lease and Agreement, neither the District nor its employees, agents, officers, or contractors shall be entitled to, nor receive, from the County, any additional consideration, compensation, reimbursement, salary, wages, or other type of remuneration pursuant to this Lease and Agreement. Specifically, the District, its employees, agents, officers, or contractors shall not be entitled, by virtue of this Lease and Agreement, to consideration in the form of travel expenses, per diem, overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type.



b. Limit Upon Amount Payable. The sum of all payments made by the County to the District under paragraph 5a of this Lease and Agreement shall not exceed \$450 for each full day that the Clinic is operated pursuant to this Lease and Agreement, plus the actual costs of paper or linen supplies, necessary equipment maintenance, and utilities as described in subsections a, b, and c of paragraph 5 (hereinafter referred to as the "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by the District for services or work performed or reimbursement which is in excess of this limit, or which is not timely billed to County as provided herein, unless otherwise approved by County.

c. Federal and State Taxes.

i. **No Withholding**. County will not withhold any federal or state income taxes or social security from any payments made by the County to the District under the terms and conditions of this Lease and Agreement.

ii. **Payment Sole Responsibility of District**. County has no obligation to withhold any taxes or payments from sums paid by the County to the District under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of the District. County has no responsibility or liability for payment of the District's taxes or assessments.

iii. **Reports to IRS**. The total amounts paid by County to District will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

## 7. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for the District, including its employees, officers, agents, representatives, or contractors, to provide the services and work described in Exhibit "C" must be procured by the District and be valid at all times during which the District provides services pursuant to this Lease and Agreement. Further, during the Term of this Lease and Agreement, such licenses, certificates and permits shall be maintained in full force and effect. Licenses, certificates and permits may include, but are not limited to, professional licenses or certificates, laboratory licenses, driver's licenses and business licenses. Such licenses, certificates and permits will be procured and maintained in force by the District at no expense to the County.

## 8. STAFF

a. Physicians and other medical staff. It is agreed and understood that the District will retain the services of board certified or eligible independent contractor physicians, nurse practitioners and/or physicians' assistants in primary care specialties as determined by the District sufficient to staff the Clinic as necessary, required by any applicable laws, to meet the demand for medical services in the community and to provide the services set forth in Exhibit "C."

b. Other support personnel. The District shall employ other such personnel to staff the Clinic in sufficient number and skill level to meet the demand for service in the Clinic and to provide

timely access to care by patients and comply with the requirements of Exhibit "C", as determined by the District.

- c. Staff Compensation. The District will pay all payroll, taxes, compensation, remuneration and benefits due its agents and employees and hereby agrees to defend, indemnify, and hold the County harmless for such payments and for any labor-related claims which may arise by virtue of the relationship between the District and its employees and/or contractors.
- d. Benefits. None of the physicians, support personnel, administrative staff, or other persons performing services for District under this Agreement shall have any claim under this Lease and Agreement or otherwise against County for sick leave, vacation pay, retirement benefits, social security, worker's compensation, disability, unemployment insurance or employee benefits of any kind.

#### 9. BUILDING MAINTENANCE AND JANITORIAL SERVICE

- a. Maintenance. The County will provide snow removal services and general building and grounds maintenance and repair for the Premises as determined by the County and the District to be necessary for the operation of the Clinic. Maintenance shall include periodic floor stripping and waxing. Requests by the District for maintenance services by the County shall be made in writing to the Director of Public Works, and shall be timely acted upon by the County.
- b. Janitorial Service. The County shall provide janitorial services for the Premises and will maintain the Premises in such condition as required by Division 5, Chapter 7 of Title 22 of the California Code of Regulations, commencing with section 75001.

#### 10. BUILDING UPGRADE OR REPLACEMENT AND ALTERATIONS/SIGNAGE

- a. Building Upgrade or Replacement. The County and the District acknowledge that the County has conducted an engineering analysis and feasibility study with respect to upgrading the Bridgeport Clinic Building. The analysis recommends replacement of the existing building. In the event the County determines to proceed with reconstruction and/or replacement of the existing building during the Term of this Lease and Agreement, the Parties will meet and confer regarding the proposed work, and to develop a plan, if possible, pursuant to which the District will continue to provide the services set forth in Exhibit "C" during any period of demolition and construction. If a plan for the continued provision of services during that period is not agreed upon, then this Lease and Agreement may be suspended by either Party, upon thirty (30) days written notice to the other Party, or may be terminated in accordance with paragraph 1.a. Any suspension pursuant to this paragraph shall end upon the District's re-occupancy of the Building.
- b. Alterations and Signage. The District shall not make or cause to be made any alterations, additions, or improvements to the Building within which the Premises are located, or install or cause to be installed any exterior signs, lighting, decorations, lettering, advertising, or shades or awnings, without first obtaining the County's written approval, which approval shall not be unreasonably withheld.

#### 11. WORKER'S COMPENSATION

District shall provide worker's compensation insurance coverage, in the legally required amount, for all District's employees utilized in providing work and services pursuant to this Agreement. By executing a copy of this Agreement, District acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that District has complied with and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. District, at the time of execution of this Agreement, will provide County with evidence of the required workers' compensation insurance coverage if requested by County.

## 12. INSURANCE

### a. County

- i. General Liability. The County will procure, and maintain during the entire Term of this Agreement, a policy of Comprehensive General Liability Insurance covering the Premises. Such policy shall provide limits of not less than \$1,000,000 combined single limit (CSL) per occurrence.
- ii. Property Insurance. The County will procure and maintain during the Term of this Agreement, a policy for Property Insurance against financial loss resulting from destruction of property by insured perils such as fire.
- iii. The District shall be an additional or additionally named insured under these policies.

### b. District

- i. General Liability. District shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the work and services to be performed by District under this Agreement. Such insurance policy will have a per occurrence combined single limit coverage of not less than \$1,000,000.00. Such policy will not exclude or except from coverage any of the services and work required to be performed by District under this Agreement. The required policy of insurance will be issued by an insurer authorized to sell such insurance by the State of California, and having at least a "Best's" policyholder's rating of "A" or "A+." County will be named as "an additional named insured" on this policy. District will provide the County a copy of the policy and a certificate of insurance showing the County as "an additional named insured" and indicating that the policy will not be terminated, canceled, or modified without thirty (30) days written notice to the County.
- ii. Professional Liability/Medical Malpractice Insurance. District shall provide professional liability/Medical Malpractice insurance in the amount of not less than ten million dollars (\$10,000,000.00) to cover the work and services set forth in Exhibit "C" that is provided by District during the term of this Lease and Agreement. Proof of such insurance shall be provided to County at least ten (10) days prior to the start of any work by District. If professional liability coverage is written on a claims-made form:

- a. The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
  - c. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the District must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- iii. Property/Business Interruption Insurance. District shall provide property/business interruption insurance written on an All Risk or Special Cause of Loss Form at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, files and paperwork, movable partitions, furniture, merchandise and other personal property within the Premises ("Tenant's Property") and any leasehold improvements performed by or for the benefit of Tenant;

### 13. DEFENSE AND INDEMNIFICATION

- a. By District. The District shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from or in connection with negligent or wrongful acts by the District or its employees, officers or agents that are for any reason not subject to coverage under, or exceed the coverage limits of, any of the policies of insurance required by this Agreement – or which would have been covered, but for actions of the District (including but not limited to failure to report). The District shall also defend, indemnify, and hold the County, its agents, officers and employees as provided in paragraph 8.c. The District shall promptly notify the County of any claim, demand, or other action involving this Lease and Agreement, or the services provided hereunder.
- b. By County. The County shall defend, indemnify, and hold harmless the District, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from or in connection with negligent or wrongful acts by County or its employees, officers or agents that are for any reason not subject to coverage under, or exceed the coverage limits of, any of the policies of insurance required by this Agreement – or which would have been covered, but for actions of the County (including but not limited to failure to report). The County shall promptly notify the District of any claim, demand, or other action involving this Lease and Agreement.
- c. Survival of Provisions. The obligations set forth in this paragraph 12 of each Party to defend, indemnify, and hold the other party harmless as provided herein shall survive any suspension or termination of this Lease and Agreement and shall additionally apply to all claims, damages, losses, liabilities, expenses and other costs arising out of or resulting from the actions of the Parties pursuant to the Prior Agreement between the County and the District for operation of the Bridgeport Family Medicine Clinic.

14. STATUS OF DISTRICT

No acts of the District, its agents, or employees relating to the performance of this Lease and Agreement, shall be performed as agents or employees of the County. The District, by virtue of this Lease and Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly proved by law or set forth in Exhibit "C." No agent or employee of the County is to be considered an employee of the District. It is understood by both the District and the County that this Lease and Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. At no time shall agents, officers or employees of the District represent themselves as employees, officers, or agents of the County.

15. RECORDS, BILLING AND AUDIT

a. Records.

- i. **Preparation.** The District shall prepare the following monthly financial reports and statistical data for the Bridgeport Family Medicine Clinic:
  - a. Summary of professional liability claims received.
  - b. Summary of gross billing amounts including number of patient visits classified by level of service billed.
  - c. Schedule of days of operation for the month.
  - d. Itemized reimbursable expenses as set forth above.
  - e. Any other reports or data reasonably requested by County.
- ii. **Submission to County.** The District shall submit the above information to the County twenty-one (21) days after the end of each calendar month during the Term of this Lease and Agreement.
- iii. **Maintenance of Records.** The District shall prepare and maintain all records required by the various provisions of this Lease and Agreement as well as those required by any federal or state agency or regulatory body. The District shall maintain those records, along with the records described above, for a minimum of six (6) years from the date they were created. This obligation shall additionally apply to any records prepared by the District pursuant to the Prior Agreement, which shall be maintained for a minimum of six (6) years from the date they were created. The District may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs or other authentic reproduction of such records.

b. Patient Billing and Collections.

- i. **Billing.** All services, medicines, or devices provided by the District to patients shall be billed to patients by the District and the collection thereof shall be District's sole responsibility.
- ii. **Collections.** All accounts receivable generated by the District and receipts collected are and shall remain the property of District.
- iii. **Charges.** Charges for services provided under this Lease and Agreement shall be consistent with the usual and customary charges for like services in California. The District may enter into contracts for the purpose of serving insured or managed care patients.
  - a. **Inspections and Audits.** Except as prohibited or limited by patient confidentiality and privacy laws, including without limitation, HIPAA, any authorized representative of the County shall have access to any books, documents, papers, or records of the District pertaining to the operation of the Bridgeport Family Medicine Clinic including, but not limited to, financial records, which the County determines to be pertinent to this Lease and Agreement, for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by the District. Further, the County has the right, at all reasonable times and subject to the protection of patient privacy, to audit, inspect or otherwise evaluate the work performed or being performed under this Lease and Agreement.

#### 16. MEDICAL RECORDS AND CONFIDENTIALITY

All patient medical records developed by the District during the Term of this Lease and Agreement, the Prior Agreement, or transferred to the District pursuant to a signed Authorization to Release Medical Information form signed by the patient, shall be the property of the District and shall remain under the exclusive care, custody, and control of the District. The District shall comply with all patient confidentiality laws (including, but not limited to the Health Insurance Portability and Accountability Act of 1996 "HIPAA" and the California Confidentiality of Medical Records Act) relative to the use and storage of patient information and records. District shall comply with the Business Associate Agreement attached hereto as Exhibit "D" and incorporated by this reference.

#### 17. ASSIGNMENT

The County has relied upon the skills, knowledge, experience and training of the District as an inducement to enter into this Lease and Agreement. The District shall not assign, sublease, or subcontract this Lease and Agreement, or any part of it, without the express written consent of the County. Further, the District shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

#### 18. REMEDIES CUMULATIVE

Any and all remedies provided by this Lease and Agreement, by operation of law, or otherwise, shall be deemed to be cumulative, and the choice or implementation of any particular remedy shall not be deemed to be an election of remedies to the mutual exclusion of any other remedy provided for herein, by operation of law, or otherwise.

#### 19. ATTORNEY'S FEES

In the event any action at law or in equity is initiated to enforce or interpret the terms of this Agreement, or arises out of or pertains to this Agreement, each Party shall bear the costs of its own attorneys' fees.

## 20. NOTICES

Any notices to be given by either Party pursuant to this Lease and Agreement shall be in writing and shall be transmitted either by (1) personal delivery, (2) mail, registered or certified, posted prepaid with return receipt requested, (3) by an overnight delivery service (e.g. Federal Express), (4) by facsimile transmission with a transmission confirmation and follow-up copy by regular mail, first class postage prepaid, or (5) by email transmission with a follow-up copy by regular mail, first class postage prepaid. Overnight delivery or mailed notices shall be addressed to the parties at the addresses listed below. Facsimile notices shall be transmitted to the facsimile numbers listed below. Email notices shall be transmitted to the email addresses listed below. Each party may change the address, facsimile number, or email listed below by giving written notice in accordance with this paragraph. In the event of any mailing no in conjunction with facsimile or email notice, notice shall be deemed given on the 3<sup>rd</sup> day after deposit. In the event of facsimile or email notice, notice shall be deemed given when sent. The addresses and facsimile telephone numbers of the parties are as follows:

SOUTHERN MONO HEALTHCARE DISTRICT  
Attn: Gary Boyd, Chief Executive Officer  
P.O. Box 660  
Mammoth Lakes, CA 93546  
Facsimile Telephone No.: 760-924-4006  
Email: gary.boyd@mammothhospital.com

MONO COUNTY  
Attn: Jim Arkens, County Administrative Officer  
P.O. Box 696  
Bridgeport, CA 93517  
Facsimile Telephone No.: 760-932-5410  
Email: jarkens@mono.ca.gov

## 21. INTEGRATION

It is intended by the parties that this Lease and Agreement be the final expression of the intentions and agreements of the parties. This Lease and Agreement supersedes any and all prior or contemporaneous agreements, either oral or in writing, between the parties hereto and contains all of the covenants and agreements between the parties. No other agreements, representations, inducements or promises, not contained in this Lease and Agreement shall be valid or binding.

## 22. AMENDMENT

This Lease and Agreement may be modified, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Lease and Agreement to maintain continuity.

## 23. BINDING EFFECT

This Lease and Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and permitted assigns of each of the Parties hereto.

24. SEVERANCE

In the event any term or provision of this Lease and Agreement is deemed to be in violation of law, null and void, or otherwise of no force or effect, the remaining terms and provisions of this Lease and Agreement shall remain in full force and effect.

25. GOVERNING LAW, VENUE

This Lease and Agreement shall be interpreted under the laws of the State of California; exclusive venue for any legal action shall be Mono County, California.

26. EFFECT OF WAIVER

No waiver of any breach of any term, covenant, agreement, restriction, or condition of this Lease and Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant, agreement, term, restriction or condition of this Lease and Agreement. The consent or approval of either party to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.

27. JOINT PREPARATION

This Lease and Agreement shall be deemed to be jointly prepared by all parties hereto. In connection therewith, the provisions of Civil Code Section 1654 shall not be deemed applicable in the event of any interpretation of this Agreement.

28. ENFORCEMENT

Enforcement of any provision of this Agreement shall be by proceedings at law or in equity against any persons or entities violating or attempting to violate any promise, covenant or condition contained herein, either to restrain violation, compel action and/or to recover damages.

29. TIME

Time is expressly declared to be of the essence of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_.

COUNTY

DISTRICT

By: \_\_\_\_\_

By: 

Dated: \_\_\_\_\_

Dated: 8/27/2012



Approved as to legal form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to insurance requirements:

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit "A"**

**LEASE AND AGREEMENT BETWEEN THE COUNTY OF MONO AND THE  
SOUTHERN MONO HEALTH CARE DISTRICT PROVIDING FOR THE OPERATION OF  
THE BRIDGEPORT FAMILY MEDICINE CLINIC IN BRIDGEPORT, CALIFORNIA**

**FLOOR PLAN (BUILDING AND PREMISES)**

See attached



**Exhibit "B"**

**LEASE AND AGREEMENT BETWEEN THE COUNTY OF MONO AND THE  
SOUTHERN MONO HEALTH CARE DISTRICT PROVIDING FOR THE OPERATION OF  
THE BRIDGEPORT FAMILY MEDICINE CLINIC IN BRIDGEPORT, CALIFORNIA**

**COUNTY-OWNED EQUIPMENT**

**X-ray, fluoroscopy, C-Arm, General Electric, Monitrol /15, 1970**

**Hemoglobin Analyzer, Roche, Cobas Mira, 2001**

**Patient Monitor, FS Medical, 112 Fetal Monitor, 1990**

## Exhibit "C"

### LEASE AND AGREEMENT BETWEEN THE COUNTY OF MONO AND THE SOUTHERN MONO HEALTH CARE DISTRICT PROVIDING FOR THE OPERATION OF THE BRIDGEPORT FAMILY MEDICINE CLINIC IN BRIDGEPORT, CALIFORNIA

#### SCOPE OF WORK

District shall:

1. Provide medical services to the public, regardless of ability to pay, within the Bridgeport Clinic building in Bridgeport, California a minimum of three (3) 8-hour days per week in conformance with the standards of the California Department of Health Services. The District shall use best efforts to operate the Clinic on consistent days and hours during the term of this Agreement.
2. Provide medical services to the inmates of Mono County Jail during the days of normal clinic operation, including making jail medical rounds three days per week with an additional day, if requested by the County . Such services shall be at no charge to the inmates and without any additional charge to the County. District may bill any third party insurance or governmental payor programs, as allowed by State and Federal regulations (e.g. Medicare, Medi-Cal, etc.) for services provided to inmates. District shall provide emergency room and other in-hospital services to inmates at a 30% discount off standard rates.
3. Provide pre-employment physicals and fitness-for-duty exams to Mono County employees at District facilities in Bridgeport or Mammoth Lakes without charge to the employees and without any additional charge to the County.
4. Provide point-of-care laboratory waived testing in accordance with CLIA guidelines as well as lab draw and collection services.
5. Arrange for the transfer of patients to higher levels of care in accordance with the standards and requirements of the Inland Counties Emergency Medical Authority (ICEMA) and the Exclusive Operating Area Plan (EOA) for Mono County.
6. Provide and maintain such supplies of medications and medical and surgical supplies consistent with the provision of healthcare in a rural family medical practice clinic.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2012

**DEPARTMENT** Health Department

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Maternal Child and Adolescent  
Health Plan for FY 2012-13

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### AGENDA DESCRIPTION:

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

Proposed contract with California Department of Public Health pertaining to Maternal Child and Adolescent Health Plan for FY 2012-13.

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### RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize the Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

---

### FISCAL IMPACT:

MCAH funding is a mix of federal and local public health realignment funding. The local funding is required by the federal government to draw down the Title XIX funds. There is no fiscal impact on the county general fund. The budget for this program for FY 2012-13 is \$185,321 from the following funding sources: Federal Title V \$63,000; Federal Title XIX \$43,736; Local Health Realignment \$78,586 for a total of \$185,321.

---

**CONTACT NAME:** Sandra Pearce

**PHONE/EMAIL:** 760.924.1818 / [spearce@mono.ca.gov](mailto:spearce@mono.ca.gov)

---

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR

***PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING***

### SEND COPIES TO:

Sandra Pearce, MCAH Director  
Mono County Public Health

---

**MINUTE ORDER REQUESTED:**

YES  NO

---

## ATTACHMENTS:

Click to download

- [BOS Staff Report](#)
  - [Agreement Funding Application Update Form](#)
  - [Agreement Funding Application](#)
  - [Mono County Birth Data 2011](#)
- 

### History

Time	Who	Approval
9/12/2012 7:57 AM	County Administrative Office	Yes
9/12/2012 11:06 AM	County Counsel	Yes
9/12/2012 7:10 AM	Finance	Yes

# COUNTY of MONO

HEALTH DEPARTMENT  
P.O. BOX 3329  
MAMMOTH LAKES, CA 93546

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



DATE: August 1, 2012  
TO: Honorable Board of Supervisors  
FROM: Sandra Pearce, Maternal Child and Adolescent Health Director  
SUBJECT: **Maternal Child and Adolescent Health Plan for FY 2012-13**

**Recommendation:** That the Board of Supervisors approve and authorize the Chair's signature on the attached Agreement Funding Application (AFA)/Update Form for the Maternal Child and Adolescent Health (MCAH) Program for FY 2012-13.

**Discussion:** For the past twenty-two years, the Health Department has contracted with the California Department of Public Health for the local Maternal, Child, and Adolescent Health Program in Mono County. This program provides a variety of services, such as

- Prenatal outreach and education
- Teen pregnancy prevention
- Comprehensive sex education
- SIDS education and prevention
- Nutrition and physical activity outreach and promotion
- Obesity reduction and prevention
- Health care accessibility
- Child abuse prevention, and
- A variety of other programs to support the health needs of our local residents.

This program funds 0.75 FTE MCAH Director, 0.12 FTE MCAH Clerk, 0.07 FTE MCAH Fiscal Agent, 0.09 FTE Public Health Director, and a 0.05 Perinatal Services Coordinator (PSC).



# COUNTY of MONO

HEALTH DEPARTMENT  
P.O. BOX 3329  
MAMMOTH LAKES, CA 93546

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

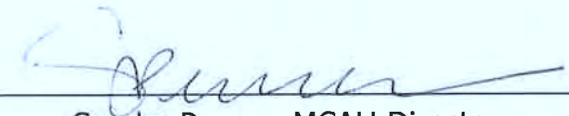


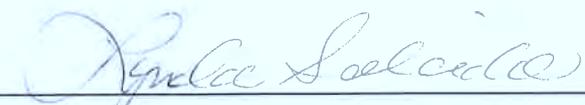
**Fiscal Impact/Budget Projections:** MCAH funding is a mix of federal and local public health realignment funding. The local funding is required by the federal government to draw down the Title XIX funds. There is no fiscal impact on the county general fund.

This budget for this program for FY 2012-13 is \$185,321 from the following funding sources:

Federal Title V	\$63,000
Federal Title XIX	\$43,736
Local Health Realignment	<u>\$78,586</u>
Total	<b>\$185,321</b>

For questions regarding this item, please call Sandra Pearce at (760) 924-1818 or Lynda Salcido at (760) 924-1842.

Submitted by:  8/3/12  
Sandra Pearce, MCAH Director Date

Reviewed by:  8-3-12  
Lynda Salcido, Public Health Director Date

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD  
FY 2010-11 to 2012-2013 (LHJs)/2012-13 to 2014-15 (CBOs)**

**AGREEMENT FUNDING APPLICATION (AFA)/UPDATE FORM \***

At the beginning of each fiscal year Agencies are required to submit this AFA Form along with their AFA Package, which requires certification signatures (original signatures, no stamps allowed). This form should also be used when submitting updates that occur during the fiscal year. Update submissions do not require certification signatures.

The Agency Identification Information section must be completed each time this form is submitted.

\* Note: Agreement refers to Allocations for LHJs or Grants for CBOs.

**AGENCY IDENTIFICATION INFORMATION**

Any program related information being sent from the CDPH MCAH Division  
will be directed to the MCAH and/or AFLP Director.

Please check the applicable "Program" boxes below: changes being submitted:

MCAH       AFLP       BIH       FIMR       CHVP

**Fiscal Year: 2012-13**      Update Effective: 7/1/12 (only required when submitting updates)

Agreement Number:	<b>2012-26</b>		
Federal Employer ID#:	95-6005661		
Complete Official Agency Name:	Mono County Health Department		
Business Office Address:	P.O. Box 476 Bridgeport, CA 93517		
Agency Phone:	760-932-5580	Agency Fax:	760-932-5284
Agency Website Address:			

**1 AGENCY DIRECTOR**

Name:	Lynda Salcido		
Title:	Public Health Director		
Mailing Address:	P.O. Box 3329		
City:	Mammoth Lakes	Zip:	93546
Phone:	760-924-1842	Ext.:	
FAX:	760-924-1831		
E-Mail Address:	lsalcido@mono.ca.gov		

2 BOARD INFORMATION					
Clerk of the Board <input type="checkbox"/>			Chair Board of Supervisors <input checked="" type="checkbox"/>		
Title:	Vikki Magee Bauer				
Mailing Address:	PO Box 810				
City:	June Lake			Zip:	93529
Phone:	760-914-2233	Ext.		FAX:	
E-Mail Address:	vbauer@mono.ca.gov				

3 OFFICIAL AUTHORIZED TO COMMIT AGENCY					
Name:	Vikki Magee Bauer				
Title:	Chair Board of Supervisors				
Mailing Address:	PO Box 810				
City:	June Lake			Zip:	93529
Phone:	760-914-2233	Ext.		FAX:	
E-Mail Address:	vbauer@mono.ca.gov				

4 FISCAL OFFICER					
Name:	Pat McGee				
Title:	Public Health Fiscal Agent				
Mailing Address:	P.O. Box 476				
City:	Bridgeport			Zip:	93517
Phone:	760-932-5587	Ext.		FAX:	760-932-5284
E-Mail Address:					

5 MCAH DIRECTOR (Please check box if MCAH and AFLP Director are the same) <input type="checkbox"/>					
Name:	Sandra Pearce, PHN				
Title:	Health Program Manager				
Mailing Address:	P.O. Box 3329				
City:	Mammoth Lakes			Zip:	93546
Phone:	760-924-1818	Ext.		FAX:	760-924-1831
E-Mail Address:	spearce@mono.ca.gov				

6 MCAH COORDINATOR (Only complete if different from #5)								
Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

7 MCAH BUDGET CONTACT								
Name:	Pat McGee							
Title:	Public Health Fiscal Agent							
Mailing Address:	P.O. Box 476							
City:	Bridgeport			Zip:	93517			
Phone:	760-932-5587		Ext.			FAX:	760-932-5284	
E-Mail Address:	pmcgee@mono.ca.gov							

8 MCAH INVOICE CONTACT (Only complete if different from #7)								
Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

9 PERINATAL SERVICES COORDINATOR (PSC)								
Name:	Sandra Pearce, PHN							
Title:	Health Program Manager							
Mailing Address:	P.O. Box 3329							
City:	Mammoth Lakes			Zip:	93546			
Phone:	760-924-1818		Ext.			FAX:	760-924-1831	
E-Mail Address:	spearce@mono.ca.gov							

10 AFLP DIRECTOR (Only complete if different from MCAH Director)								
Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

11 AFLP COORDINATOR (Only complete if different from #10)								
Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

12 AFLP BUDGET CONTACT								
Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

13 AFLP INVOICE CONTACT (Only complete if different from #12)								
Name:								
Title:								
Mailing Address:								
City:				Zip:				
Phone:			Ext.			FAX:		
E-Mail Address:								

14 BLACK INFANT HEALTH (BIH) COORDINATOR						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:			Ext.			
E-Mail Address:						

15 BIH BUDGET CONTACT						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:			Ext.			
E-Mail Address:						

16 BIH INVOICE CONTACT (Only complete if different from #15)						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:			Ext.			
E-Mail Address:						

17 FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:			Ext.			
E-Mail Address:						

18 SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR / CONTACT						
Name:	Sandra Pearce, PHN					
Title:	Health Program Manager					
Mailing Address:	P.O. Box 3329					
City:	Mammoth Lakes				Zip:	93546
Phone:	760-924-1818	Ext.:		FAX:	760-924-1831	
E-Mail Address:	spearce@mono.ca.gov					

19 CALIFORNIA HOME VISITING PROGRAM (CHVP) COORDINATOR/ NURSING SUPERVISOR						
Name:						
Title:						
Mailing Address:						
City:					Zip:	
Phone:		Ext.:		FAX:		
E-Mail Address:						

20 OTHER						
Name:						
Title:						
Mailing Address:						
City:					Zip:	
Phone:		Ext.:		FAX:		
E-Mail Address:						

**AGREEMENT FUNDING APPLICATION  
POLICY COMPLIANCE AND CERTIFICATION**

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that this Maternal, Child and Adolescent Health (MCAH) related program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that this MCAH related program will comply with the MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that this MCAH related program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that this MCAH related program may be subject to all sanctions or other remedies applicable if this MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

\_\_\_\_\_  
Original Signature of Official authorized to  
commit the Agency to an MCAH Agreement

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Original Signature of MCAH/AFLP Director

Health Program Manager  
\_\_\_\_\_  
Title

Sandra Pearce  
\_\_\_\_\_  
Name (Type or Print)

7/31/12  
\_\_\_\_\_  
Date



# FY 2012 - 2013 AGREEMENT FUNDING APPLICATION (AFA) CHECKLIST

Agency Name: Mono County Health Department

Agreement Number: 2012-26

SUBMITTED	
<input checked="" type="checkbox"/>	<b>AFA Checklist with ORIGINAL signature</b>
<input checked="" type="checkbox"/>	<b>A Completed Agreement Funding Application Update Form with ORIGINAL signatures</b>
<input checked="" type="checkbox"/>	<b>Attestation of Compliance with the Sexual Health Education Accountability Act of 2007</b>
<input checked="" type="checkbox"/>	<b>Annual Inventory – Form CDPH 1204</b>
<input type="checkbox"/>	<b>Local Health Officer Approval Letter to conduct FIMR (FIMR only)</b>
<input type="checkbox"/>	<b>Certification Statement for the Use of Certified Public Funds (CBOs/Sub-Ks with FFP)</b>
<input checked="" type="checkbox"/>	<b>Program Profile Narrative</b> of the applicable programs (Integrate into one narrative): <input checked="" type="checkbox"/> MCAH/SIDS <input type="checkbox"/> BIH <input type="checkbox"/> AFLP <input type="checkbox"/> FIMR <input type="checkbox"/> CHVP
<input checked="" type="checkbox"/>	<b>Budget Summary Page and Detail Pages</b> listing all staff (by position) and costs (including projected salaries and benefits) for each of the applicable programs: <input checked="" type="checkbox"/> MCAH/SIDS <input type="checkbox"/> BIH <input type="checkbox"/> AFLP <input type="checkbox"/> CHVP
<input checked="" type="checkbox"/>	<b>Budget Justifications</b> (J-Pers, J-Oper, J-Capl and J-Other worksheets) are complete. Personnel justification is consistent with the Duty Statements and Organizational Charts for each of the applicable programs: <input checked="" type="checkbox"/> MCAH/SIDS <input type="checkbox"/> BIH <input type="checkbox"/> AFLP <input type="checkbox"/> CHVP
<input checked="" type="checkbox"/>	<b>Duty Statements</b> for all staff (numbered according to the Personnel Detail Page and Organizational Chart) listed on the budgets for each of the applicable programs: <input checked="" type="checkbox"/> MCAH/SIDS <input type="checkbox"/> BIH <input type="checkbox"/> AFLP <input type="checkbox"/> FIMR <input type="checkbox"/> CHVP
<input checked="" type="checkbox"/>	Copies of State <b>Waiver/Approval Letters</b> for the following positions: <input checked="" type="checkbox"/> MCAH Director <input type="checkbox"/> BIH Coordinator <input type="checkbox"/> AFLP Director <input type="checkbox"/> CHVP Coord./Nurse Sup. <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/>	<b>Organizational Chart(s)</b> of the applicable programs, identifying all staff positions on the budget (w/line item #) and its relationship to other services for women and children, the local health officer and overall agency: <input checked="" type="checkbox"/> MCAH/SIDS <input type="checkbox"/> BIH <input type="checkbox"/> AFLP <input type="checkbox"/> FIMR <input type="checkbox"/> CHVP <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/>	<b>Scope of Work (SOW)</b> documents are completed and included for each of the applicable programs: <input checked="" type="checkbox"/> MCAH/SIDS <input type="checkbox"/> BIH <input type="checkbox"/> AFLP <input type="checkbox"/> FIMR <input type="checkbox"/> CHVP <input type="checkbox"/> Preconception Care
<input checked="" type="checkbox"/>	<b>Budget and SOW document(s)</b> are provided in an <b>electronic format</b> (e-file acceptable) for each of the applicable programs: <input checked="" type="checkbox"/> MCAH/SIDS <input type="checkbox"/> BIH <input type="checkbox"/> AFLP <input type="checkbox"/> FIMR <input type="checkbox"/> CHVP <input type="checkbox"/> Preconception Care
<input type="checkbox"/>	<b>Subcontractor(s) Agreement Packages</b> (required for all subcontracts \$5,000 or more) are included and provided in <b>electronic format</b> (e-file acceptable) for each of the applicable programs: <input type="checkbox"/> MCAH/SIDS <input type="checkbox"/> BIH <input type="checkbox"/> AFLP <input type="checkbox"/> FIMR <input type="checkbox"/> CHVP

The undersigned has checked this application for completeness and accuracy:

Name: Sandra Pearce  
 Telephone Number: 760-924-1818

Signature:   
 Date: 7/31/12

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

**Agency Name:** Mono County Health Department

**Agreement/Grant Number:** 2012-26

**Compliance Attestation for Fiscal Year:** 2012-13

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

#### Signed

Mono County Health Department  
*Agency Name*

2012-26  
*Agreement/Grant Number*

  
\_\_\_\_\_  
*Signature of MCAH Director*  
*Signature of AFLP Director (CBOs only)*

7/31/12  
*Date*

Sandra Pearce  
*Printed Name of MCAH Director*  
*Printed Name of AFLP Director (CBOs only)*

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES  
HEALTH AND SAFETY CODE  
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

- (a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.
- (b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.
- (c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

- (1) All information shall be medically accurate, current, and objective.
- (2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.
- (3) The program content shall be age appropriate for its targeted population.
- (4) The program shall be culturally and linguistically appropriate for its targeted populations.
- (5) The program shall not teach or promote religious doctrine.
- (6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.
- (7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

- (b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:
  - (1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.
  - (2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).
- (c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.
- (d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.
- (e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.
- (f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.
- (g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).
- (h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.



## MCAH LOCAL HEALTH JURISDICTION PROFILE NARRATIVE

### Mono County FY 2012-2013

#### 1. Describe the geographic, socioeconomic, demographic and cultural composition of Mono County.

##### A. Provide a general description of the geographic and environmental factors that may impact health.

Mono County is located on the eastside of the Sierra Nevada mountain range. It is bordered by the state of Nevada to the north and east and Inyo County to the south. Mono County is 108 miles long and 38 miles wide, covering 3,044 square miles. Most of the land is managed by the United States Forest Service and the Bureau of Land Management. Mono County is one of the highest elevation counties in the United States, with many 13,000-14,000 foot high peaks in the Sierra and White Mountains. There are seven passes ranging in elevation from 7,000 to 9,945 feet that separate communities from each other as well as the rest of California. The elevations of the towns are all above 5,000 feet. Mammoth Lakes, the largest and highest town, is located at 7,800 feet. Winters last six to seven months and there is usually heavy snowfall between November and April. Highway 395 is the principal transportation artery, joining communities the length of the County. Route 6 connects eastern Mono County residents in the Tri-Valley area, which includes the communities of Benton, Hamil Valley, and Chalfant, with Bishop south and Tonopah north. Reno, Nevada can be reached in 1 ½ hour from northern Mono County, and 4 hours from southern Mono County. It is at least 3-5 hours by car to reach a moderately large city in California. The size and remote location of Mono County make accessing medical care difficult due to long distances to travel, hazardous winter conditions, limited medical services, and minimal public transportation.

##### B. Describe the overall demographic composition.

Mono County is sparsely populated, averaging 4.7 persons per square mile. Forty-five (45%) percent of the population lives in urban areas while 55% of residents live in rural areas. The town of Mammoth Lakes is considered the urban area within Mono County, while the rural areas consist of small outlying communities scattered throughout the County, whose populations vary from approximately 150 to 1,500 people. Mono County's population was estimated to be 14,202 as of 2010.

Although male residents outnumber females 55% to 45%, what was once a primarily male, transitory population is now a more permanent population made up of men, women, children, and families. Forty-seven percent of households have children ages 0-17, and children comprise 18.9% of the population (2009). Children less than 5 years old account for 5.7% of the population, children between ages 5-14 comprise 13.5% and youth between ages 15-24 comprise 14.2%. The ethnic composition of Mono County is predominately White, non-Hispanic at 68.2%, with a significant Hispanic population. In the year 2010, the Hispanic population was 26.5%, a rise from 18% in 2000, and this population continues to grow. As of 2010, Mono County's American Indian population was 2.1%, the Asian population was 1.4%, and Black/African-American population was less than 1%.

In 2011 there were 144 births to Mono County residents. Of these births, 48% were to White non-Hispanic mothers, 47% to Hispanic mothers, and 5% to mothers of other races/ethnicities. Of the Hispanic women who gave birth, 78% were born abroad while only 21% were born in the United States (1% was of unknown birthplace). Not only does this signify that 37% of children born in Mono County are being born into first generation immigrant households, but also the Hispanic population is the fastest growing population in Mono County. In 2011 there were 14 births to mothers 15-19 years of age, representing 9.7% of all births. Additionally 5.6% babies were born low birth weight, 5.6% born preterm and 27.1% did not access prenatal care in the first trimester. Breastfeeding data for 2011 indicates that 96.9% of women were breastfeeding at hospital discharge, and 73.87% breastfeed exclusively. Please see the included document titled *Mono County Birth Data 2011* for more information on local birth data and statistics.

C. Describe the socioeconomic factors that impact health.

Mono County's economy is based largely on recreation and tourism, followed by educational, health, and social services. The U.S. Marine Mountain Warfare Training Center is located in the County, so the Armed Forces are also represented. Of adults 25 and older, 89.6% have a high school diploma and 29.5% have a Bachelor's Degree. The unemployment rate in Mono County as of May 2011 was 12.7%, and the poverty rate in 2009 was 11.7%. Overall, the cost of living is higher in Mono County compared to many other parts of the State, especially other rural and frontier counties. Housing, food, gasoline, heating fuel, and all basic necessities are priced at the high end due to its remote location and tourism. Most year-round residents struggle to make ends meet and often have more than one job to meet the cost of living. According to the 2008 California Family Economic Self-Sufficiency Standard, a Mono County household consisting of two adults, a school aged child, and a preschooler must earn \$57,509 annually simply to make ends meet. However, the median household income for 2009 was \$53,973, which falls below the self-sufficiency standard.

As for insurance and lack thereof, in 2009, there were 3,171 uninsured residents of Mono County under the age of 65. Also in 2009 there were 2,721 Medi-Cal beneficiaries, and currently there are 401 children enrolled in Health Families. In 2008, 70 children, who were not eligible for Medi-Cal or Healthy Families, received well-child exams via the CHDP program. In 2010, 47% of births were to women on Medi-Cal.

D. Describe the health status and health systems.

As of 2009, Mono County had 0.78 Primary Care Providers and 0.39 dentists per 1,000 people. There is one hospital in Mono County, and most medical providers in the county are contracted with this hospital and associated clinics. There are no CPSP providers in Mono County as the only obstetrics services are at Mammoth Hospital which has RHC status; however Medi-Cal is accepted at all of the hospital's facilities, including the dental clinic. Sixty-seven percent of pregnant Mono County residents delivered at Mammoth Hospital, and the remaining 33% delivered at other hospitals in Nevada and California due to proximity, high risk pregnancies, and personal choice. Childhood immunization rates for kindergarten entry are approximately 93% in Mono County.

According to Family Health Outcomes Project (FHOP) data, the following childhood death and hospitalized injury information was reported for the County:

2008 Data	Infant	Age 1-14	Age 10-14	Age 15-19
# of Child Deaths	2	0	0	0

2007 Data	Total Age 0-24	Age 0-14	Age 15-24
# of Unintentional Injuries	20		
# of Intentional Injuries	2		
# of Total Injuries		8	15
# of Motor Vehicle Accident Injuries		0	1
# of Assault Injuries			0

E. Describe in more depth the health disparities which can be related to cultural issues.

Children’s health insurance is not only essential to treat acute illness, but also to prevent and manage chronic disease. Without treatment and care, medical conditions put children at risk for poor health outcomes and costly treatment in the future. Unfortunately, Latino children who have immigrated to the United States with their families, and are not citizens, cannot participate in the Medi-Cal or Healthy Families Programs. These children may receive well-child visits through the CHDP Program, but they are only eligible for exams according to the periodicity schedule, which does not allow for prevention and management of chronic disease or treatment of acute illness. Unfortunately, related to this is the fact that Latino children have the highest rates of overweight and obesity in Mono County, hence the need for medical insurance. According to the 2009 California Physical Fitness Testing Data, there are approximately two times the number of overweight and obese Latino students as compared to White non-Hispanic students in the Mammoth Lakes schools, and rates of overweight and obesity reach 80% for 5<sup>th</sup> grade Latino students in the Eastern Sierra School District.

2. State, in bullet format, the local priority needs identified from the 2009 Needs Assessment.

- increase the number of children and adolescents age 0-19 with health insurance
- decrease the number of children age 5-19 who are overweight
- increase the number of women who exclusively breastfeed at the time of hospital discharge, and until the infant is 6 months old

3. List programs or activities implemented to address local priority needs.

- By June 30, 2013, working with Mammoth Unified School District and the Department of Social Services to implement a strategy to assist children eligible for MediCal who are not currently enrolled to access health insurance.
- By June 30, 2013, analyze and develop a report of BMI data for 5<sup>th</sup>, 7<sup>th</sup>, and 9<sup>th</sup> graders in Mono County.





Program Agency SubC	Maternal, Child and Adolescent Health 201226 Mono		UNMATCHED FUNDING				NON-ENHANCED MATCHING (60/50)		ENHANCED MATCHING (75/25)				
	(1) TOTAL FUNDING	(2) %	(3) TITLE V	(4) %	(5) -	(6) %	(7) Local Revenue	(10) %	(11) Combined Fed/Agency	(14) %	(15) Combined Fed/Agency	(16) %	(17)
<b>II. OPERATING EXPENSES DETAIL PAGE</b>													
<b>TOTAL OPERATING EXPENSES</b>													
TRAVEL	11,900		7,415						4,485				Match Available
TRAINING	1,900	51.77%	932					48.23%	868				
1 COMMUNICATIONS	800	51.77%	414					48.23%	386				
2 EQUIPMENT MINTNCE	500	51.77%	259					48.23%	241				
3 MEMBERSHIPS	1,100	100.00%	1,100										48.23%
4 OFFICE	1,200	51.77%	621					48.23%	579				
5 RENT	5,000	51.77%	2,569					48.23%	2,412				
6 MEDIA, OUTREACH	1,500	100.00%	1,500										48.23%
7													48.23%
8													48.23%
9													48.23%
10													48.23%
11													48.23%
12													48.23%
13													48.23%
14													48.23%
15													48.23%

\*\* Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds

<b>IV. OTHER COSTS DETAIL PAGE</b>														
<b>TOTAL OTHER COSTS</b>														
<b>SUBCONTRACTS</b>														
1			3,569						2,985				3,311	
2														
3														
4														
5														
6														
7														
8														
<b>OTHER CHARGES</b>														
<b>AGENCY'S TOTAL INDIRECT COSTS</b>														
<b>AGENCY'S OTHER INDIRECT COSTS</b>														
1 SIDS	15,233	0.00%	(0)						2,985				2,781	Match Available
2 MCAH Director Laptop computer	5,766	100.00%	3,000					51.77%						48.23%
3	3,000	100.00%	569											48.23%
4	1,100	51.77%												48.23%
5														48.23%
6														48.23%
7														48.23%

Program:	<b>Maternal, Child and Adolescent Health</b>									
Agency:	<b>201226 Mono</b>									
Subj:										
<b>EXPENSE CATEGORY</b>										
<b>I. PERSONNEL DETAIL PAGE</b>										
UNMATCHED FUNDING										
		MCAH-TV		AGENCY		NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)	(15)
TOTAL FUNDING	%	TITLE V	%	-	%	Local* Revenue	%	Combined* Fed/Agency	%	Combined* Fed/Agency
154,089		47,095				32,714		72,582		1,698
59,415		18,241				12,533		27,996		645
94,674		28,854				20,181		44,586		1,054

INITIALS	TITLE OR CLASS.	% FTE	ANNUAL SALARY	TOTAL WAGES	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)
					%	TITLE V	%	-	%	Local* Revenue	%	Combined* Fed/Agency	%	Combined* Fed/Agency		
<b>TOTAL PERSONNEL COSTS</b>																
<b>BENEFITS</b>																
<b>TOTAL WAGES</b>																
<b>ANNUAL SALARY</b>																
1	sp	MCAH Director	91,176	68,982	24.35%	16,651			27.65%	18,908	48.00%	32,823			54.2%	X
2	mg	Fiscal/Technical Specialist	49,850	5,883	51.10%	3,057					48.90%	2,926			54.2%	X
3	pm	Administrative Services Spec	63,000	4,410	51.10%	2,254					48.90%	2,156			54.2%	X
4	ls	Public Health Director	126,000	11,340	39.87%	4,521			11.23%	1,273	47.65%	5,404		142	54.2%	X
5	sp	PSC	91,176	4,559	52.00%	2,371					28.00%	1,276		912	54.2%	X
6																
7																
8																
9																
10																
11																
12																
13																
14																
15																
16																
17																
18																
19																
20																
21																
22																
23																
24																
25																

J-Pers MCF	54.2%	X
Per Staff	54.2%	X
Staff	54.2%	X
Traveling (X)		

MCAH DIRECTOR  
DUTY STATEMENT

**Budget Line: #1**

**Health Jurisdiction:** Mono County

**Program:** Maternal, Child, and Adolescent Health

**Program Position:** MCAH Director

**County Job Specification:** Health Program Manager

The Director of Maternal, Child and Adolescent Health (MCAH) is the lead PHN for this program. This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

**Program Development and Implementation**

- General responsibility for the implementation of the MCAH contract with evaluation of program goals and objectives
- Plan, organize and coordinate MCAH contract, implementation with evaluation in achievement of objectives
- Gather and analyze data for program planning, management and evaluation
- Maintain appropriate records and reports
- Collaborate with the community in the planning for and development of resources and services for the perinatal population
- Facilitate local, regional, and state partnerships for the improvement of MCAH services

**Outreach Activities**

- Promote services and resources of the perinatal population with community groups and medical resources
- Facilitate client referrals to health and social services
- Promote the use of MCAH services in the community to increase awareness and the use of appropriate services

**Health Education/Consultation**

- Promote support for MCAH programs within the county government and medical community
- Evaluate progress of community awareness/support for MCAH programs
- Develop community awareness and support for MCAH programs
- Provide training for health professionals and clients to enable the community to meet the needs of the target population

**Resource/Provider Development**

- Respond to medical professionals and government, advocating for the MCAH population

- Facilitate collaboration, coordination, communication, and cooperation among service providers
- Facilitate advocacy for MCAH population
- Attend community and state meetings as indicated

### **Comprehensive Perinatal Services Program (CPSP)**

- The MCAH Director serves as the Perinatal Services Coordinator (PSC)
- Provide pregnancy testing, prenatal vitamins, referral services, and application assistance to all women eligible for MediCal services to promote early prenatal care, improved birth outcomes, and sexual health.

### **SIDS Program**

- The MCAH Director serves as the SIDS Coordinator
- Contact all parents/caregivers who experience a presumed SIDS death to provide grief and bereavement support services
- Attend the State SIDS Annual Conference and/or other SIDS training(s)
- Promote SIDS risk reduction activities by providing risk reduction education and materials to the community

FISCAL/TECHNICAL SPECIALIST  
DUTY STATEMENT

**Budget Line: #2**

**Health Jurisdiction:** Mono County

**Program:** Maternal, Child, and Adolescent Health

**Program Position:** MCAH Clerk

**County Job Specification:** Fiscal and Technical Specialist

The Maternal, Child, and Adolescent Health Program clerical staff, under the direction of the MCAH staff, performs a wide range of clerical duties in support of the program. This position requires a tactful, courteous manner and willingness to work cooperatively with a variety of persons and agencies. There is one bilingual position for MCAH Clerk. Duties and responsibilities of this position include but are not limited to:

- Provide outreach, education, and enrollment referrals or assistance for MediCal, AIM, Healthy Families, and Family PACT
- Provide outreach and referrals to MediCal and potential MediCal clients for MediCal providers and services
- Extract, collect, compile and organize data from questionnaires and assessments
- Organize and maintain program files, indexes and records according to approved methods
- Perform general clerical functions independently
- Provide clerical staff support for the skilled health providers in the MCAH Program
- Assist in the preparation of school, community and public group meetings. Attend meetings and take minutes as needed
- Type from rough draft, with accuracy and correct business English, a variety of reports, Newsletters, interagency agreements, MCH and perinatal correspondence, records, documents, requisitions, grant revisions, questionnaires, etc
- Answer the MCAH toll free line, keep a log of all MCAH calls, and refer calls in a timely manner to the MCAH Director and other MCAH staff
- Other duties as required

ADMINISTRATIVE SERVICES SPECIALIST  
DUTY STATEMENT

**Budget Line: #3**

**Health Jurisdiction:** Mono County

**Program:** Maternal, Child, and Adolescent Health

**Program Position:** MCAH Fiscal Agent

**County Job Specification:** Administrative Services Specialist

The Maternal, Child, and Adolescent Health Program fiscal agent performs all fiscal duties in support of the MCAH program. Duties and responsibilities of this position include but are not limited to:

- Preparation of budget and any budget adjustments
- Prepare any materials necessary for submission to Board of Supervisors for approval
- Processes all invoices for payment through the Auditor's office
- Oversees the data entry of time studies
- Prepares invoices
- Deposits all receipts in appropriate accounts
- Maintains inventory of program equipment
- Prepares fiscal information for periodic reports
- Other duties as required

PUBLIC HEALTH DIRECTOR  
DUTY STATEMENT

**Budget Line: #4**

**Health Jurisdiction:** Mono County

**Program:** Maternal, Child, and Adolescent Health

**Program Position:** Public Health Director

**County Job Specification:** Public Health Director

This position has its span of responsibility illustrated on the attached organizational chart for the MCAH Program staff and for the Department. The Public Health Director is responsible to the County Administrative Officer for the appropriate programmatic aspects of all Health programs including MCAH. She provides fiscal oversight through the Director of Financial Operations, who directly supervises the Fiscal Agent who produces and manages budgets and expenditures relating to this program. Activities include coordination, training and general administration. This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

- Meets weekly with the MCAH Director and staff to ensure program fits overall department goals and objectives, as well as to prioritize needs
- Supervises all MCAH program personnel
- Interagency coordination, including the provider community to ensure MediCal providers are available for all clients
- Training activities
- Program planning and general administration



PERINATAL SERVICES COORDINATOR (PSC)  
DUTY STATEMENT

**Budget Line: #5**

**Health Jurisdiction:** Mono County

**Program:** Maternal, Child, and Adolescent Health

**Program Position:** MCAH Director/PSC

**County Job Specification:** Health Program Manager

This position is fulfilled by the MCAH Director and is responsible for managing and coordinating aspects of the Comprehensive Perinatal Services Program (CPSP). This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

- Motivate and assist women eligible for MediCal benefits to receive early and appropriate prenatal care
- Assess ability of women to access OB care and develop implementation strategies to enhance access in coordination with local agencies
- Participate in local or regional information sharing activities to improve access to prenatal care
- Oversee the planning, development and evaluation of all program components, including assisting CPSP providers in their deliverance of services according to the Title 22 California Code of Regulations
- Monitor trends in prenatal care, share findings with local providers and partner agencies, and incorporate assessment findings into the local MCAH plan
- Develop and promote community resources
- Maintain files and records
- Attend the State PSC training workshops as appropriate



MARK B HORTON, MD, MSPH  
Director

State of California—Health and Human Services Agency  
California Department of Public Health



ARNOLD SCHWARZENEGGER  
Governor

June 17, 2008

Lynda Salcido  
Public Health Director  
County of Mono Health Department  
P.O. Box 3329  
Mammoth Lakes, CA 93546

MCAH ALLOCATION #200826  
REQUEST FOR APPROVAL OF MCAH DIRECTOR IN MONO COUNTY

Dear Ms. Salcido:

The request dated June 6, 2008 for approval of Sandra Pearce, R.N., P.H.N., C.N.S., as the Maternal, Child and Adolescent Health (MCAH) Director at 0.50 Full Time Equivalent (FTE) has been reviewed and approved effective, July 1, 2008.

Sandra Pearce has met the requirements for MCAH Director in Mono County based on total population and professional qualifications as identified in the MCAH Policies and Procedures. This approval is applicable for as long as Sandra Pearce holds this position.

Please keep a copy of this approval in your MCAH files for audit purposes. Please submit a copy with each MCAH Agreement Funding Application submitted while the approval is in effect.

If there are any questions about this letter, please contact your Nurse Consultant, Paula Curran, P.H.N., M.H.A., at (916) 650-0376.

Sincerely,

Anita Mitchell, M.D., Chief  
Program Standards Branch  
Maternal, Child and Adolescent Health Program

cc: See next page

Lynda Salcido  
Page 2  
June 10, 2008

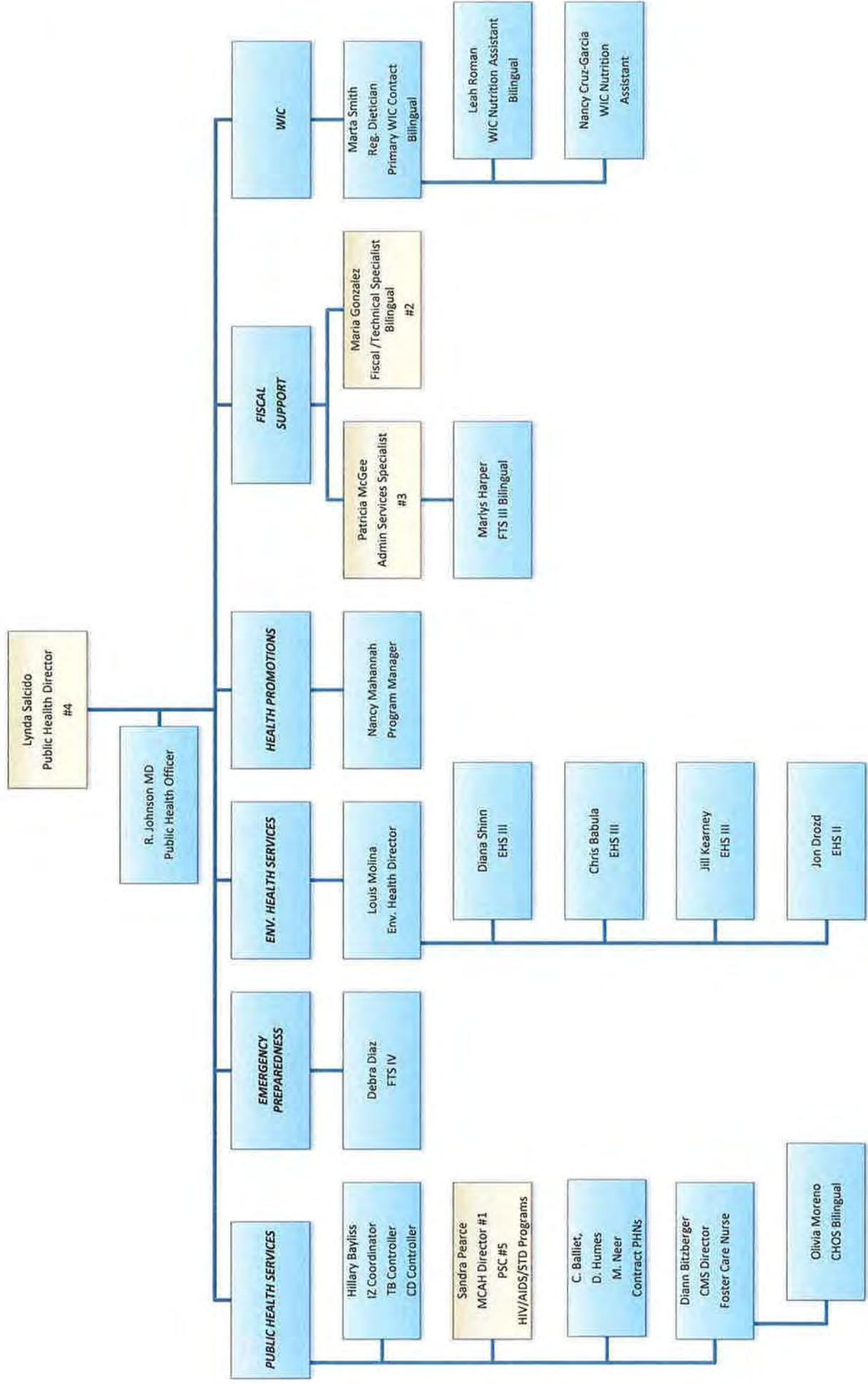
cc: David Humes, P.H.N. II  
MCAH Director  
County of Mono Health Department  
P.O. Box 3329  
Mammoth Lakes, CA 93546

Joelyene Browne, Contract Manager  
Program Allocations, Integrity & Support Branch  
Maternal, Child and Adolescent Health Program

Paula Curran, P.H.N., M.H.A.  
Nurse Consultant II  
Program Standards Branch  
Maternal, Child and Adolescent Health Program

MCAH Central File

# Mono County Health Department Organizational Chart



## Maternal, Child and Adolescent Health (MCAH) Program Scope of Work (SOW)

The Local Health Jurisdiction (LHJ), in collaboration with the State MCAH Program, shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents and their families. The information generated from this SOW can be used to capture and describe the objectives, activities and outcomes of the MCAH LHJs.

The goals in this MCAH SOW reflect the priorities of the MCAH Division as identified by the federally required 2011-2015 Title V 5-Year Needs Assessment which incorporates local priority needs. All LHJs must perform the activities in the shaded areas in Goals 1-3 and monitor and report on the corresponding general process and outcomes measures. In addition, each LHJ is required to develop at least one specific objective(s) and corresponding intervention activities and evaluation/performance measure(s) for Goals 1, 2 and 3.

Every five years the LHJ is required to use the findings from their Title V Needs Assessment to identify local priority goals and objectives and are encouraged to develop a Five-Year MCAH Action Plan. Each fiscal year the LHJ is required to address one or more local priority objective(s) in their MCAH SOW. Place local priority objective(s) under any of the corresponding Goals 1-6 with the title "Local Priority Objective".

The development of this SOW was guided by several public health frameworks including the 10 Essential Services of Public Health and the three core functions of assessment, policy development and assurance; the Spectrum of Prevention; the Life Course Perspective; the Socioecological Model, and the Social Determinants of Health. Please consider integrating these approaches when conceptualizing and organizing objectives, activities and evaluation measures.

- o The 10 Essential Services of Public Health <http://www.cdc.gov/nphpsp/essentialServices.html>;  
<http://www.publichealth.lacounty.gov/qi/corefcons.htm>
- o The Spectrum of Prevention [http://www.preventioninstitute.org/index.php?option=com\\_jlibrary&view=article&id=105&Itemid=127](http://www.preventioninstitute.org/index.php?option=com_jlibrary&view=article&id=105&Itemid=127)
- o Life Course Perspective <http://mchb.hrsa.gov/lifecourse/resources.htm>
- o The Social-Ecological Model [http://www.cdc.gov/ncipc/dvp/social-ecological-model\\_dvp.htm](http://www.cdc.gov/ncipc/dvp/social-ecological-model_dvp.htm)
- o Social Determinants of Health <http://www.cdc.gov/socialdeterminants/>

**Although the State MCAH Division wants each LHJ to make progress towards Title V State Performance Measures and Healthy People (HP) 2020 goals, it is understood that these goals involve complex issues and are difficult to achieve, particularly in the short term. The MCAH Division recognizes the importance of monitoring progress toward reaching long term objectives and that LHJs can only be held accountable for the activities they can realistically achieve given the scope and resources of individual local MCAH programs.**

LHJs are also required to comply with requirements as stated in the MCAH Program Policies and Procedures manual such as attending statewide meetings, submitting Agreement Funding Applications and completing Annual Reports.

<http://www.cdph.ca.gov/services/funding/mcah/Documents/mcah/MCAHFI-MCAHProgramPoliciesandProcedures.doc>

Additional fiscal requirements are located in the MCAH Fiscal Policies and Procedures Manual at:

<http://www.cdph.ca.gov/services/funding/mcah/Documents/MCAHFI-AdminFiscalPolicyProcedures-1011-2010-0-630.doc>

<sup>1</sup> 2011-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

**Goal 1: Improve Outreach and Access to Quality Health and Human Services**

- **Link the MCAH population to needed medical, mental, social, dental, and community services to promote equity in access to quality services, especially for those who are eligible for Medi-Cal or other publicly provided health care programs**
  - **Outreach services will be targeted to identify pregnant women, women of reproductive age, infants, children and adolescents and their families who are eligible for Medi-Cal assistance or other publicly provided health care programs and assist them in applying for these benefits**

**Long Term Outcome Objectives**

- 1.a** Increase the percentage of children and adolescents age 0 to 19 with health insurance from a baseline of **88%** to **92.4%** by 2015. **HP 2020 AHS-1.1.**  
Source: [http://fhop.ucsf.edu/fhop/data/SOW/t5\\_16\\_health\\_ins\\_2009-NEW.xls](http://fhop.ucsf.edu/fhop/data/SOW/t5_16_health_ins_2009-NEW.xls)
- 1.b** Decrease the percentage of children age 2-11 without dental insurance from a baseline of **26.1%** to **24.8%** by 2015. **HP 2020 AHS-1.2 (Developmental).**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/docs/excel/mcah\\_t5/t5\\_17\\_dental\\_ins.xls](http://familymedicine.medschool.ucsf.edu/fhop/docs/excel/mcah_t5/t5_17_dental_ins.xls)
- 1.c** Increase the percentage of women age 19-44 with health insurance from a baseline of **80.9%** to **84.9%** by 2015. **HP 2020 AHS-1.1.**  
Source: [http://fhop.ucsf.edu/fhop/data/SOW/CHIS\\_Health\\_Insurance\\_Women\\_20-44\\_2009-NEW.xls](http://fhop.ucsf.edu/fhop/data/SOW/CHIS_Health_Insurance_Women_20-44_2009-NEW.xls)
- 1.d** Decrease the percentage of unenrolled children age 0-17 who are eligible for Medi-Cal/Healthy Families from a baseline of **66.8%** to **63.5%** by 2015.  
Source: [http://fhop.ucsf.edu/fhop/data/SOW/MediCal\\_Eligibility\\_0-17\\_2009\\_CA\\_MCAH\\_County\\_Groups-NEW.xlsx](http://fhop.ucsf.edu/fhop/data/SOW/MediCal_Eligibility_0-17_2009_CA_MCAH_County_Groups-NEW.xlsx)
- 1.e** Decrease the percentage of unenrolled women, ages 20-44, who are eligible for Medi-Cal from a baseline of **9.2%** to **8.7%** by 2015.  
Source: [http://fhop.ucsf.edu/fhop/data/SOW/MediCal\\_Eligibility\\_19-44%202007-2009\\_CA\\_MCAH\\_County\\_Groups%20-%20NEW.xlsx](http://fhop.ucsf.edu/fhop/data/SOW/MediCal_Eligibility_19-44%202007-2009_CA_MCAH_County_Groups%20-%20NEW.xlsx)

**Data Source**

California Health Interview Survey (CHIS), Medi-Cal Statistical Reports, LHJ specific statistics, if applicable

**Healthy People 2020 Objectives**

<http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf>

**Timelines**

All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

<sup>1</sup> 2011-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	Short and/or Intermediate Outcome Measure(s)
<p><b>1.1-1.8</b> Develop and maintain required foundational structure and public health activities that improve coordination of and access to local health and human services.</p>	<p><b>Assessment</b></p> <p><b>1.1</b> Identify and monitor trends in health, including disparities, social determinants and barriers to the provision of health and human services to the MCAH population.</p> <p><b>1.2</b> Identify and monitor local geographic areas and/or population groups that have insufficient access to health and human services.</p> <p><b>1.3</b> Participate in collaboratives, coalitions, networks, etc., and develop products that address unmet needs and promote increased local access to health and human services.</p> <p><b>Policy Development</b></p> <p><b>1.4</b> Review, revise and enact policies that facilitate access to Healthy Families (HF), Medi-Cal, Access for Infants and Mothers (AIM), or other publicly provided health care programs.</p> <p><b>1.5</b> Work with community organizations to influence policy and address social determinants of health and disparities regarding access to health and human services and/or publicly provided health care programs.</p>	<p><b>Assessment</b></p> <p><b>1.1</b> List and briefly describe trends in health, including disparities, social determinants and barriers to the provision of health and human services.</p> <p><b>1.2</b> Briefly describe geographic areas or population groups that have insufficient access to health and human services.</p> <p><b>1.3</b> Submit Collaborative Form to document participation, objectives, activities and accomplishments of MCAH-related collaboratives to improve infrastructure and access to health and human services.</p> <p><b>Policy Development</b></p> <p><b>1.4</b> Describe participation in review and development of policy changes and corresponding systems changes that facilitate access to HF, Medi-Cal, AIM, or other publicly provided health care programs.</p> <p><b>1.5</b> Describe efforts to work with community organizations to influence policy and address social determinants of health and disparities regarding access to health and human services and/or publicly provided health care programs.</p>	<p><b>1.1</b> Complete and submit Annual Report Data Table (Form 1)</p> <p><b>1.3</b> List products developed to improve infrastructure and access to health and human services and describe outcomes of dissemination</p> <p><b>Policy Development</b></p> <p><b>1.4</b> Describe the impact of policy changes and corresponding systems changes that facilitate access to HF, Medi-Cal, AIM, or other publicly provided health care programs.</p> <p><b>1.5</b> Describe results of work with community organizations to influence policy and address social determinants of health and disparities regarding access to health and human services and/or publicly provided health care programs.</p>

<sup>1</sup> 2011-2015 Title V State Priorities  
<sup>2</sup> Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Process Description and Measures	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)
	<p><b>Assurance</b></p> <p><b>1.6</b> Promote MCAH and public health competencies, participation in trainings, and workforce development as resources allow.</p> <p><b>1.7</b> Conduct activities that promote referrals to HF, Medi-Cal, AIM, and other low cost/no cost health insurance programs for health care coverage<sup>2</sup>.</p> <p><b>1.8</b> Provide a toll-free or "no cost to the calling party" telephone information service and other appropriate methods of communication, e.g. local MCAH Program web page to the local community<sup>2</sup>. The requirements are as follows:</p> <ul style="list-style-type: none"> <li>• The service must provide culturally and linguistically appropriate information and referrals to health care providers and practitioners regarding access to prenatal care, and other relevant information</li> <li>• The telephone number must be disseminated widely</li> <li>• The toll free line must be operated during normal business hours. After hours messages must be answered by end of the next business day.</li> </ul>	<p><b>Assurance</b></p> <p><b>1.6</b> List trainings and educational events that promoted MCAH and public health competencies and workforce development.</p> <p><b>1.7</b> Describe activities that promote referrals to HF, Medi-Cal, AIM or other no/low cost health insurance programs for health care coverage.</p> <ul style="list-style-type: none"> <li>• Provide the number of referrals to HF, Medi-Cal, AIM or other no/low cost health insurance programs</li> </ul> <p><b>1.8</b> Report the following:</p> <ul style="list-style-type: none"> <li>• Number of calls and the success/barriers toll-free or "no cost to the calling party" telephone information service</li> <li>• Report the number of web hits to the appropriate local MCAH Program webpage</li> </ul>	<p><b>Assurance</b></p> <p><b>1.6</b> Describe outcomes of trainings and educational events that promoted MCAH and public health competencies and workforce development.</p> <p><b>1.7</b> Describe outcomes of activities that promote referrals to HF, Medi-Cal, AIM or other no/low cost health insurance programs for health care coverage.</p> <p><b>1.8</b> Describe outcomes of community information services.</p>

<sup>1</sup> 2011-2015 Title V State Priorities  
<sup>2</sup> Title V Requirement



Insert Short and/or Intermediate Outcome Objective(s), activities, Evaluation/Performance Measures in the appropriate column below		
<p><b>Short and/or Intermediate Outcome Objective(s) which increase access to health and human services</b>                      Add specific LHJ short and/or intermediate outcome objective(s) which correspond to key intervention activities in column two here.</p>	<p>Implement or participate in specific LHJ activities that address health disparities, social determinants and barriers to increased access to health and human services:</p>	<p><b>1.9</b> Develop process measures for the specific LHJ defined objectives and activities that were implemented to increase access to health and human services:</p>
<p><b>LOCAL PRIORITY OBJECTIVE</b></p> <p><b>1.9</b> By June 30, 2013, working with Mammoth Unified School District and the Department of Social Services to implement a strategy to assist children eligible for MediCal who are not currently enrolled to access health insurance.</p>	<p><b>1.9</b> Convene meetings with MUSD and DSS staff.</p> <ul style="list-style-type: none"> <li>• Continue conversation from FY 11-12 regarding express enrollment.</li> <li>• Review express enrollment regulation.</li> <li>• Discuss current capacity and resources</li> <li>• Explore other strategies if applicable</li> </ul>	<p><b>1.9</b> Describe strategy chosen and process for developing the strategy.</p>
		<p><b>1.9</b> Develop short and/or intermediate related performance measures for the specific LHJ defined objectives and activities that were implemented to increase access to health and human services:</p>
		<p><b>1.9</b> Number of strategies implemented / 1 strategy</p>

<sup>1</sup> 2011-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

**Goal 2: Improve Maternal Health**

- **Improve maternal health by optimizing the health and well-being of girls and women across the lifecycle**<sup>1</sup>
- **Reduce maternal morbidity and mortality and the increasing disparity in maternal health outcomes**<sup>1</sup>
  - **Assure that all pregnant women will have access to early, adequate and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women**<sup>2</sup>

**Long Term Outcome Objectives**

- 2.a** Decrease the percentage of births within 24 months of a previous birth among women age 15 to 44 from a baseline of **56.29%** to **53.48%** by 2015. **HP 2020 FP -5 (18 mths.)**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/htm/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm)
- 2.b** Decrease the percentage of births within 24 months of a previous birth among women age 12 to 19 from a baseline of **10.0%** to **9.5%** by 2015. (Workbook B #6B) **HP 2020 FP -5 (18 mths.)**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/htm/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm)
- 2.c** Increase the percentage of live born infants whose mothers received prenatal care in the first trimester of pregnancy from a baseline of **78.35%** to **82.27%** by 2015. **HP 2020 MICH-10.1**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/htm/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm)
- 2.d** Increase the percentage of women age 15 to 44 with a live birth during the reporting year whose observed to expected prenatal visits are equal to 80 to 109 percent on the Kotelchuck Index from a baseline of **76.57%** to **80.4%** (APNCU Index- FHOP) by 2015. **HP 2020 MICH-10.2**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/htm/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm)
- 2.e** Decrease the rate of domestic violence calls for assistance per 10,000 from a baseline of **52.3** to **49.7** by 2015. **HP 2020 IVP-39 (Developmental)**  
Source: <http://fhop.ucsf.edu/fhop/docs/pdf/mcah/DV1987-2009%20by%20LHJ1.pdf>

- 2.f** Insert specific LHJ data collected, if applicable

**Data Source**

Birth Statistical Master File, Department of Justice statistics, LHJ specific statistics, if applicable

**Healthy People 2020 Objectives**

<http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf>

**Timelines**

All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

<sup>1</sup> 2011-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
2.1-2.5 Develop and maintain required foundational structure and public health activities that improve coordination of and access to early, adequate and high quality perinatal care and maternal health.	<p><b>Assessment</b></p> <p><b>2.1</b> Identify and monitor trends in disparities and barriers in access to early, adequate and high quality perinatal care and maternal health.</p> <p><b>2.2</b> Identify and monitor local geographic areas and/or population groups that have insufficient access to early, adequate and high quality perinatal care and poor maternal health.</p>	<p><b>Assessment</b></p> <p><b>2.1</b> List and briefly describe trends in disparities and barriers in access to early, adequate and high quality perinatal care and maternal health.</p> <p><b>2.2</b> Briefly describe geographic areas and/or population groups that have insufficient access to early, adequate and high quality perinatal care and poor maternal health.</p>	
	<p><b>Policy Development</b></p> <p><b>2.4</b> Review, revise and enact policies that facilitate access to early, adequate and high quality perinatal care and improve maternal health.</p>	<p><b>Policy Development</b></p> <p><b>2.3 b.</b> List products developed to improve access to early, adequate and high quality perinatal care and maternal health and describe outcomes of dissemination.</p>	
			<p><b>Policy Development</b></p> <p><b>2.4</b> Review, revise and enact policies that facilitate access to early, adequate and high quality perinatal care and improve maternal health.</p>

<sup>1</sup> 2011-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
2.6-2.8 Promote access to and quality of local CPSP.	<p><b>2.5</b> Work with community organizations to influence policy and address disparities regarding access to early, adequate and high quality perinatal care and maternal health.</p> <p><b>Assurance</b></p> <p><b>2.6</b> Process applications for identified Medi-Cal providers desiring to become approved CPSP providers.</p>	<p>Describe efforts to work with community organizations to influence policy and address disparities regarding access to early, adequate and high quality perinatal care and maternal health.</p> <p><b>Assurance</b></p> <p><b>2.6</b> Report the number of current and newly enrolled providers in CPSP and number of Medi-Cal Obstetrical (OB) providers. List barriers to recruitment and retention of OB providers.</p>	<p>2.5 Describe results of work with community organizations to influence policy and address disparities regarding access to early, adequate and high quality perinatal care and maternal health.</p> <p><b>Assurance</b></p> <p><b>2.6</b> Describe the impact on access to and quality of CPSP services.</p>
	<p><b>2.7</b> Provide consultation and technical assistance to CPSP providers related to the provision of CPSP services.</p> <p><b>2.8</b> At a minimum, conduct yearly, continuous quality improvement (CQI) and quality assurance activities (QA) for local CPSP providers to ensure that the program is being implemented according to Policies and Procedures and clients are receiving the required nutrition, psychosocial and health education services.</p>	<p>List consultation and/or technical assistance provided to CPSP providers.</p> <p><b>2.8</b> List CPSP provider CQI/QA activities that were conducted. Report the number of site visits and face to face contacts with current and potential CPSP providers</p>	<p><b>2.7</b> Describe outcomes of consultation and/or technical assistance provided to CPSP providers.</p> <p><b>2.8</b> Describe the results of CQI/QA activities that were conducted.</p>

<sup>1</sup> 2011-2015 Title V State Priorities  
<sup>2</sup> Title V Requirement

Insert Short and or Intermediate Outcome Objective(s), activities, Evaluation/Performance Measures in the appropriate column below		
<p><b>Short and/or Intermediate Outcome Objective(s) which improve access to early, adequate and high quality perinatal care and maternal health</b>                      Add specific LHJ short and/or intermediate outcome objective(s) which correspond to key intervention activities in column two here.</p>	<p>Implement or participate in specific LHJ defined activities to improve access to early, adequate and high quality perinatal care and maternal health:</p>	<p>Develop process measures for the specific LHJ defined objectives and activities that were implemented to improve access to early, adequate and high quality perinatal care and maternal health:</p>
<p><b>2.9</b> By the end of January 2013, develop a comprehensive preconception health information packet in Spanish and English for women who are seeking information on preconception health or have a negative pregnancy test at the Mono County Health Department. This packet will include the new entry into early prenatal campaign brochure developed in fiscal year 11-12.</p>	<p><b>2.9</b> Review preconception health materials from reputable sources</p> <ul style="list-style-type: none"> <li>• Assess preconception health information packets from other CA counties.</li> <li>• Promote the Every Woman California website.</li> <li>• Promote CDPH produced products such as <a href="http://www.bewellwomen.org">www.bewellwomen.org</a>, <a href="http://www.cadamujercadadia.org">www.cadamujercadadia.org</a>, and <a href="http://www.todayisfortomorrow.org">www.todayisfortomorrow.org</a></li> <li>• Review preconception health messaging including nutritional material to ensure folic acid use is included in all messaging for men and women of reproductive age.</li> <li>• This packet will include the new entry into early prenatal campaign brochure developed in fiscal year 11-12.</li> <li>• Distribute preconception health information packets to women seeking information or have a negative pregnancy test at the Health Department.</li> </ul>	<p><b>2.9</b> Documentation and description of process to develop and distribute the packets</p> <ul style="list-style-type: none"> <li>• List of counties contacted.</li> <li>• List of materials in the packet provided to women.</li> <li>• When a women is given the packet, all materials will be reviewed one-on-one with the client so any questions or concerns may be addressed at that time.</li> <li>• Prenatal vitamins will be offered to the client at the time of the visit.</li> </ul>
<p><b>2.9a</b> By June 30, 2013, all women who have a negative pregnancy test at the Mono County Health Department will receive the preconception health information packet and be offered prenatal vitamins.</p>		<p><b>2.9</b> Preconception health packets developed.</p> <p><b>2.9a</b> Number of women with a negative pregnancy test at the health department who received preconception health information packet and were offered prenatal vitamins/all women who have a negative pregnancy test at the Health Department.</p>

<sup>1</sup> 2011-2015 Title V State Priorities  
<sup>2</sup> Title V Requirement

**Goal 3: Improve Infant Health**

- **Reduce infant mortality and address disparities by promoting preconception health and health care and by preventing causes such as birth defects, low birth weight/prematurity, SIDS, and maternal complications in pregnancy**<sup>1</sup>

**Long Term Outcome Objectives**

- 3.a** Decrease the percentage of Low Birth Weight Live Births from a baseline of **9.87%** to **9.38%** by 2015.  
**HP 2020 MICH-8.1.**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 3.b** Decrease the percentage of Very Low Birth Weight Live Births from a baseline of **1.0%** to **0.95%** by 2015.  
(Workbook B #4) **HP 2020 MICH-8.2.**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 3.c** Decrease the percentage of Preterm Births (less than 37 weeks gestation) from a baseline of **14.79%** to **14.05%** by 2015. **HP 2020 MICH-9.1-9.4.**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 3.d** Decrease the rate of perinatal deaths (fetal and infant deaths from 28 wks gestation through 7 days after birth) from a baseline of **5.8** to **5.51** per 1,000 live births by 2015. (Workbook B #8) **HP 2020 MICH-1.2.**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 3.e** Decrease the rate of neonatal deaths (within the first 28 days of life) from a baseline of **1.9** to **1.8** per 1,000 live births by 2015. (Workbook B #9) **HP 2020 MICH- 1.4.**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 3.f** Decrease the rate of postneonatal deaths (between 28 days and 1 year) from a baseline of **7.8** to **7.41** per 1,000 live births by 2015. (Workbook B #10) **HP 2020 MICH-1.5.**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 3.g** Decrease the rate of infant deaths (birth to 1 year) from a baseline of **9.7** to **9.2** per 1,000 live births by 2015. (Workbook B #11) **HP 2020 MICH -1.3.**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 3.h** Maintain the status of no infant deaths due to SIDS by 2015. **HP 2020 MICH-1.8.** Source: LHJ statistics

**Data Source**

LHJ Coroner's Notification Card (CDPH 4411), California SIDS Program compliance monitoring reports, Death Statistical Master File, Birth Statistical Master File, LHJ specific statistics, if applicable

**Healthy People 2020 Objectives**

<http://www.healthypeople.gov/2020/topics/objectives/2020/pdfs/HP2020objectives.pdf>

**Timelines**

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<sup>1</sup> 2011-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

**Nothing is entered in the shaded areas.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)			
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)		
3.1-3.7 Develop and maintain required foundational structure and public health activities that improve infant health outcomes.	<b>Assessment</b> <b>3.1</b> Identify, and monitor trends in perinatal, neonatal, postneonatal and infant health outcomes.  <b>3.2</b> Identify and monitor local geographic areas and/or population groups that have high rates of poor perinatal, neonatal, postneonatal and infant health outcomes.  <b>3.3</b> Participate in collaboratives, coalitions, networks, etc., and develop products that address unmet needs to prevent poor perinatal, neonatal, postneonatal and infant health outcomes.	<b>Assessment</b> <b>3.1</b> List and briefly describe trends in disparities and barriers related to perinatal, neonatal, postneonatal and infant health outcomes.  <b>3.2</b> Briefly describe local geographic areas and/or population groups that have high rates of poor perinatal, neonatal, postneonatal and infant health outcomes.  <b>3.3</b> Submit Collaborative Form to document participation, objectives, activities and accomplishments of collaboratives and coalitions that address poor perinatal, neonatal, postneonatal and infant health outcomes.	<b>3.3</b> List products developed to improve infant health outcomes and describe outcomes of dissemination. <b>(List below)</b>		
				<b>Policy Development</b> <b>3.4</b> Review, revise and enact policies that enable the implementation of appropriate interventions to improve infant health.  <b>3.5</b> Work with community organizations to influence policy and address disparities in infant health.	<b>Policy Development</b> <b>3.4</b> Describe participation in the review and development of policy changes and corresponding systems changes that improve infant health.  <b>3.5</b> Describe efforts to work with community organizations to influence policy and address disparities regarding infant health.
	<b>Assurance</b> <b>3.6</b> (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.	<b>Assurance</b> <b>3.6</b> (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.			
			<b>Assurance</b> <b>3.6</b> Establish contact with parents/caregivers of infants with presumed SIDS death to provide grief and bereavement support services.	<b>Assurance</b> <b>3.6</b> (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.	
	<b>Assurance</b> <b>3.6</b> Establish contact with parents/caregivers of infants with presumed SIDS death to provide grief and bereavement support services.	<b>Assurance</b> <b>3.6</b> (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.			<b>Assurance</b> <b>3.6</b> (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.

<sup>1</sup> 2011-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p><b>3.7</b> Attend the SIDS Annual Conference/ SIDS training(s) and other conferences/trainings related to infant health.</p>	<p><b>3.7</b> Provide staff member name and date of attendance at SIDS Annual Conference/training(s) and other conferences/trainings related to infant health.</p>	<p><b>3.7</b> Describe results of improved knowledge of staff trainings related to infant health</p>

<sup>1</sup> 2011-2015 Title V State Priorities

<sup>2</sup> Title V Requirement



<b>Insert Short and or Intermediate Outcome Objective(s), activities, Evaluation/Performance Measures in the appropriate column below</b>			
<p><b>Short and/or Intermediate Outcome Objective(s) which promote SIDS risk reduction and community health education</b>                      Add specific LHJ short and/or intermediate outcome objective(s) which correspond to key intervention activities in column two here.</p>	<p>Implement or participate in specific LHJ defined activities to promote SIDS risk reduction and health education materials to the community:</p>	<p>Develop process measures for the specific LHJ defined objectives and activities that were implemented to promote SIDS risk reduction and health education materials to the community:</p>	<p>Develop short and/or intermediate related performance measures for the specific LHJ defined objectives and activities that were implemented to promote SIDS risk reduction and health education materials to the community:</p>
<p><b>3.8</b> By June 30, 2013, distribute SIDS risk reduction educational materials at a minimum of 1 health fair in Mono County.</p>	<p><b>3.8</b> Distribute risk reduction educational materials at health fair</p> <ul style="list-style-type: none"> <li>• Collect materials</li> <li>• Organize personnel for outreach</li> <li>• Disseminate materials</li> </ul>	<p><b>3.8</b> Brief description of materials used and participation in health fairs.</p> <ul style="list-style-type: none"> <li>• Attendance at the fairs</li> <li>• Pieces of literature distributed</li> </ul>	<p><b>3.8</b> Number of health fairs attended / 1 health fair</p>
<b>Insert Short and or Intermediate Outcome Objective(s), activities, Evaluation/Performance Measures in the appropriate column below</b>			
<p><b>Short and/or Intermediate Outcome Objective(s) which improve infant health outcomes</b>                      Add specific LHJ short and/or intermediate outcome objective(s) which correspond to key intervention activities in column two here.</p>	<p>Implement or participate in specific LHJ defined activities to improve infant health outcomes:</p>	<p>Develop process measures for the specific LHJ defined objectives and activities that were implemented to improve infant health outcomes:</p>	<p>Develop short and/or intermediate related performance measures for the specific LHJ defined objectives and activities that were implemented to improve infant health outcomes:</p>
<p><b>3.9</b> By June 30, 2013, identify and develop one strategy to educate Mono County women and families about reducing exposure to environmental toxins in-utero and at home.</p>	<p><b>3.9</b> Convene a stakeholder group to discuss educational outreach.</p> <ul style="list-style-type: none"> <li>• Hold meetings</li> <li>• Discuss current capacity and resources</li> <li>• Review toxins and epigenetics as well as other materials such as presentations from the training "Are We Poisoning Our Children?" attended in FY 11-12 and the Toxic Matters brochure from UCSF.</li> </ul>	<p><b>3.9</b> Describe rationale for and strategy chosen, development of the strategy, and process for educational outreach.</p> <ul style="list-style-type: none"> <li>• Describe methods to evaluate results of education provided and knowledge gained.</li> <li>• Describe process to ensure follow-up as needed.</li> </ul>	<p><b>3.9</b> Number of strategies developed / 1 strategy</p>

<sup>1</sup> 2011-2015 Title V State Priorities  
<sup>2</sup> Title V Requirement

	<ul style="list-style-type: none"><li>• Explore outreach options.</li><li>• Develop process to educate women and families about reducing exposure to environmental toxins in-utero and at home</li><li>• Develop process to evaluate results of education and follow-up</li></ul>		
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<sup>1</sup> 2011-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

**Goal 4: Improve Nutrition and Physical Activity**

- Promote healthy nutrition and physical activity among MCAH populations throughout the lifespan beginning with exclusive breastfeeding of infants to six months of age<sup>1</sup>

**Long Term Outcome Objectives**

(Choose one or more. Delete those not chosen.)

**4.a** Maintain the percentage of any breastfeeding at the hospital at **100%** by 2015. **HP 2020 MICH -21.**

Source: <http://fhop.ucsf.edu/fhop/data/SOW/MO-BFP-CountyofResidenceBreastfeedingbyRaceReport-2009.pdf>

**4.b** Decrease the percentage of children less than age 5 who are overweight from a baseline of **14%** to **13.3%** by 2015. **HP 2020 NWS 10.0 (children age 2-5 yrs).**

Source: <http://fhop.ucsf.edu/fhop/data/SOW/PEDNSS 2-5 2009 final.xlsx>

**4.c** Decrease the percentage of children age 5-19 who are overweight from a baseline of **37.9%** to **36.0%** by 2015. **HP 2020 NWS-10.4 (children and adolescents 5-19 yrs).**

Source: <http://fhop.ucsf.edu/fhop/data/SOW/PEDNSS 5-19 2009 final.xlsx>

**4.d** Insert specific LHJ data collected, if applicable

**Data Source**

California Pediatric Nutrition Surveillance System, Genetic Disease Branch, LHJ specific statistics, if applicable

**Healthy People 2020 Objectives**

<http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf>

**Timelines**

All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures	
		Process Descriptions and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>Insert Short and/or Intermediate Outcome Objective(s) which promote healthy nutrition and physical activity in the MCAH population.</b></p> <p>Add specific LHJ short and/or intermediate outcome objective(s) which correspond to key intervention activities in column two here.</p>	<p>Place any specific LHJ defined intervention activities to meet the Outcome Objective(s) here. Number each intervention activity sequentially, such as, 4.1, 4.2, 4.3, 4.4, etc.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance.</p> <p><a href="http://www.publichealth.lacounty.gov/qi/corefns.htm">http://www.publichealth.lacounty.gov/qi/corefns.htm</a></p>	<p>Develop process measures for each specific LHJ defined intervention activity. Number sequentially to correspond with each intervention activity, such as, 4.1, 4.2, 4.3, 4.4, etc.</p>	<p>Develop short and/or intermediate outcome related performance measures for the specific LHJ defined objectives and activities</p>

<sup>1</sup> 2011-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	Short and/or Intermediate Outcome Measure(s)
<p><b>LOCAL PRIORITY OBJECTIVE</b></p> <p><b>4.1</b> By June 30, 2013, analyze and develop a report of BMI data for 5<sup>th</sup>, 7<sup>th</sup>, and 9<sup>th</sup> graders in Mono County.</p>	<p><b>4.1</b> Development of the report</p> <ul style="list-style-type: none"> <li>• Assimilate data from various sources (ESUSD School Nurse and California Physical Fitness Testing raw data.</li> <li>• Adapt excel spreadsheet from CDC to graph race/ethnicity data when available.</li> <li>• Analyze data.</li> <li>• Compare data to 2009 BMI Report.</li> <li>• Develop report with note of any changes from 2009 report.</li> <li>• Continue to work with the Nutrition &amp; Physical activity taskforce and stakeholders to develop new plans to address issues identified.</li> </ul>	<p><b>4.1</b> Documentation and description of data sources, database, and how the report was developed.</p> <ul style="list-style-type: none"> <li>• List conclusions or recommendations of report.</li> <li>• List NPAT and stakeholder input for next steps.</li> </ul>	<p><b>4.1</b> Number of BMI reports developed/ 1 BMI Report</p>

<sup>1</sup> 2011-2015 Title V State Priorities  
<sup>2</sup> Title V Requirement

**Goal 5: Improve Child Health**

- **Support the physical, socio-emotional, and cognitive development of children, including the prevention of injuries, through the implementation of prevention, early identification and intervention strategies**<sup>1</sup>

**Long Term Outcome Objectives**  
(Choose one or more. Delete those not chosen.)

- 5.a** Decrease the rate of deaths age 1-14 per 100,000 from a baseline of **30.1** to **28.6** by 2015. (Workbook B #12A) **HP 2020 MICH 3-4.**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/htm/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm)
- 5.b** Increase the percentage of children age 2-11 who have been to the dentist in the past year from a baseline of **86.5%** to **90.8%** by 2015. **HP 2020 OH-7.**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/docs/excel/mcah\\_t5/t5\\_18\\_dental\\_vis.xls](http://familymedicine.medschool.ucsf.edu/fhop/docs/excel/mcah_t5/t5_18_dental_vis.xls)
- 5.c** Decrease the rate of asthma hospitalizations for children age 0-4 per 10,000 from a baseline of **30.3** to **28.8** by 2015. (Workbook B #20A) **HP 2020 RD -2.1.**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/htm/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm)
- 5.d** Decrease the rate of asthma hospitalizations for children age 5-17 per 10,000 from a baseline of **9.2** to **8.7** by 2015. (Workbook B #20B) **HP 2020 RD -2.2.**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/htm/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm)
- 5.e** Decrease the rate of mental health hospitalizations for children age 5-14 per 10,000 from a baseline of **4.2** to **4.0** by 2015. (Workbook B #22A)  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/htm/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm)
- 5.f** Decrease the rate of non-fatal injury hospitalizations for children age 0-14 per 10,000 from a baseline of **32.8** to **31.16** by 2015. **HP 2020 IVP 1.2.**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/htm/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm)
- 5.g** Decrease the rate of non-fatal motor vehicle accident injuries for children age 0-14 per 100,000 from a baseline of **633** to **601.4** by 2015. (Workbook B #24A) **HP 2020 IVP 14.**  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/htm/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm) (Workbook B indicator 24a)
- 5.h** Decrease the rate of non-fatal injury hospitalizations for motor vehicle accidents age 0-14 per 10,000 from a baseline of **1.4** to **1.3** by 2015. (Workbook B #24C)  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/htm/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm)
- 5.i** Decrease the rate of children living in foster care each January per 1,000 from a baseline of **1.3** to **1.2** by 2015.  
Source: <http://fhop.ucsf.edu/fhop/data/SOW/Children in Foster Care 2010.xls>
- 5.j** Decrease the percentage of children age 0-17 living in poverty from a baseline of **14.4%** to **13.7%** by 2015. Source: <http://fhop.ucsf.edu/fhop/data/SOW/Poverty Rates CA Counties 0-17 2009.xlsx>

<sup>1</sup> 2011-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

**Data Source**

OSHPD Patient Discharge Data, California Highway Patrol Statewide Integrated Traffic Records System, California Department of Social Services, Child Welfare Dynamic Report System, LHJ specific statistics, if applicable

**Healthy People 2020 Objectives**

<http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf>

**Timelines**

All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

<sup>1</sup> 2011-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

**Goal 6: Improve Adolescent Health**

- **Promote positive youth development strategies to support the physical, mental, sexual and reproductive health of adolescents**<sup>1</sup>

**Long Term Outcome Objectives**  
(Choose one or more. Delete those not chosen.)

- 6.a** Maintain the birth rate among adolescent females age 10-14 at **0** by 2015. (Workbook B #2A)  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 6.b** Decrease the birth rate among adolescent females age 15-17 from a baseline of **18.32** to **17.40** by 2015. **HP 2010. FP 8.1 (pregnancy rate)**.  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 6.c** Decrease the birth rate among adolescent females age 18-19 from a baseline of **48.86** to **46.42** by 2015. **HP 2010 FP 8.1 (pregnancy rate)**.  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 6.d** Decrease the birth rate among adolescent females age 15-19 from a baseline of **29.31** to **27.85** by 2015.  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 6.e** Decrease the rate of Chlamydia per 1,000 females age 15-19 from a baseline of **2,006.0** to **1,905.7** by 2015. **HP 2020 STD 1.1 (females 15-24 yrs.)**.  
Source: <http://www.cdph.ca.gov/data/statistics/Documents/STD-Data-Chlamydia-Provisional-Tables.pdf>
- 6.f** Decrease the rate of asthma hospitalizations for children age 5-17 per 10,000 from a baseline of **9.2** to **8.7** by 2015. (Workbook B #20B) **HP 2020 RD 2.2**.  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 6.g** Decrease the rate of deaths age 15-19 per 100,000 from a baseline of **69.6** to **66.1** by 2015. (Workbook B #12B) **HP 2020 MICH 4.2**.  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 6.h** Decrease the rate of mental health hospitalizations for adolescents age 15-19 per 10,000 from a baseline of **27.8** to **26.41** by 2015. (Workbook B #22B)  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 6.i** Decrease the rate of non-fatal injury hospitalizations for adolescents age 15-24 per 10,000 from a baseline of **112.78** to **107.14** by 2015. **HP 2020 IVP 1.2**.  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm)
- 6.j** Decrease the rate of non-fatal motor vehicle accident injuries age 15-24 per 100,000 from a baseline of **2,070** to **1,967** by 2015. **HP 2020 IVP - 14**.  
Source: [http://familymedicine.medschool.ucsf.edu/fhop/html/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/html/ca_mcah/counties/index.htm) (Workbook B indicator 24b)

<sup>1</sup> 2011-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

**6.k** Decrease the rate of non-fatal injury hospitalizations for motor vehicle accidents age 15-24 per 10,000 from a baseline of **9.0** to **8.55** by 2015. (Workbook B #24D)

Source: [http://familymedicine.medschool.ucsf.edu/fhop/htm/ca\\_mcah/counties/index.htm](http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm)

**6.l** Decrease the percentage of children age 0-17 living in poverty from a baseline of **14.4%** to **13.7%** by 2015.

Source: [http://fhop.ucsf.edu/fhop/data/SOW/Poverty Rates\\_CA\\_Counties\\_0-17\\_2009.xlsx](http://fhop.ucsf.edu/fhop/data/SOW/Poverty Rates_CA_Counties_0-17_2009.xlsx)

#### Data Source

OSHPD Patient Discharge Data, California Highway Patrol Statewide Integrated Traffic Records System, California Department of Social Services, Child Welfare Dynamic Report System, U.S. Census Bureau, LHM specific statistics, if applicable

#### Healthy People 2020 Objectives

<http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf>

#### Timelines

All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

<sup>1</sup> 2011-2015 Title V State Priorities

<sup>2</sup> Title V Requirement





## Mono County Birth Data 2011 AVSS Birth Certificate Information

Prepared by Sandra Pearce, RN, PHN, MS, CNS  
Mono County Health Department, July 2012



### The Data

- The data used in this report is collected from birth certificates and analyzed using the following programs:
  - Automated Vital Statistics System (AVSS)
  - Epi Info
  - California Birth Information System (CBInfo) from the Family Health Outcomes Project
- Data is reflective of births to Mono County residents, whether the births occurred in or out of the county.
- The data does not include births that occurred at Mammoth Hospital to non-Mono County residents.



## Healthy People 2020

[www.healthypeople.gov/2020](http://www.healthypeople.gov/2020)

- Healthy People 2020 is a federal initiative which strives to improve the health of all Americans in 10 years. Their vision is a society in which all people live long, healthy lives.
- Healthy People provides science-based, 10-year national objectives for improving the health of all Americans, and for 3 decades has established benchmarks and monitored progress over time.
- Healthy People 2020 was launched in December 2010 with an ambitious, yet achievable, agenda for improving the Nation's health.
- The Mono County Maternal, Child & Adolescent Health Program strives to meet or surpass the associated Healthy People objectives, and develops programs and prioritizes resources to address the objectives which have not been met locally.

## The Newest Mono County Residents

<b>144 Infants Born</b>	<b>Infants' Race/Ethnicity</b>
<ul style="list-style-type: none"><li>• 67 males (47%)</li><li>• 77 females (53%)<ul style="list-style-type: none"><li>– 0 sets of twins</li></ul></li></ul>	<ul style="list-style-type: none"><li>• 75 Hispanic (52%)</li><li>• 59 White non-Hispanic (41%)</li><li>• 9 Mixed Ethnicity (6%)</li><li>• 1 Unknown</li></ul>



## Birth Weight & Gestational Age

### Birth Weight

Birth Weight Group	# of Infants
< 1500 grams (very low bw) (< approx. 3 pounds 5 ounces)	1
1500-2499 grams (low bw) (approx. 3 lbs 5 oz to 5 lbs 8 oz)	7
2500-3999 grams (approx. 5 lbs 8 oz to 8 lbs 13 oz)	131
> 4000 grams (>approx. 8 lbs 13 oz)	5

average birth weight: **3172 grams**  
(approx. 7 lbs)

low birth weight: **5.6%**

preterm births: **5.6%**

### Gestational Age

Gestational Age Group	# of Infants
< 34 weeks (preterm)	4
34-36 weeks (late preterm)	4
37-39 weeks	46
40 weeks	83
41+ weeks	7

Mono County **surpassed** the Healthy People 2020 Goals!

- Reduce low birth weight births to 7.8%
- Reduce preterm births to 11.4%

## Age of Birth Mothers

### Birth Mothers

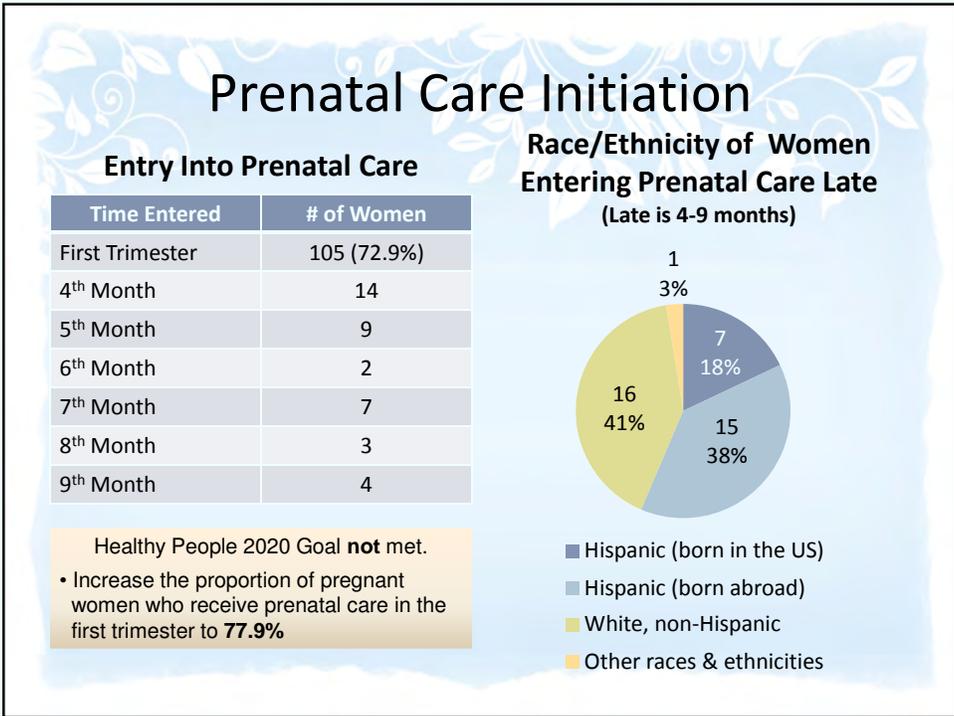
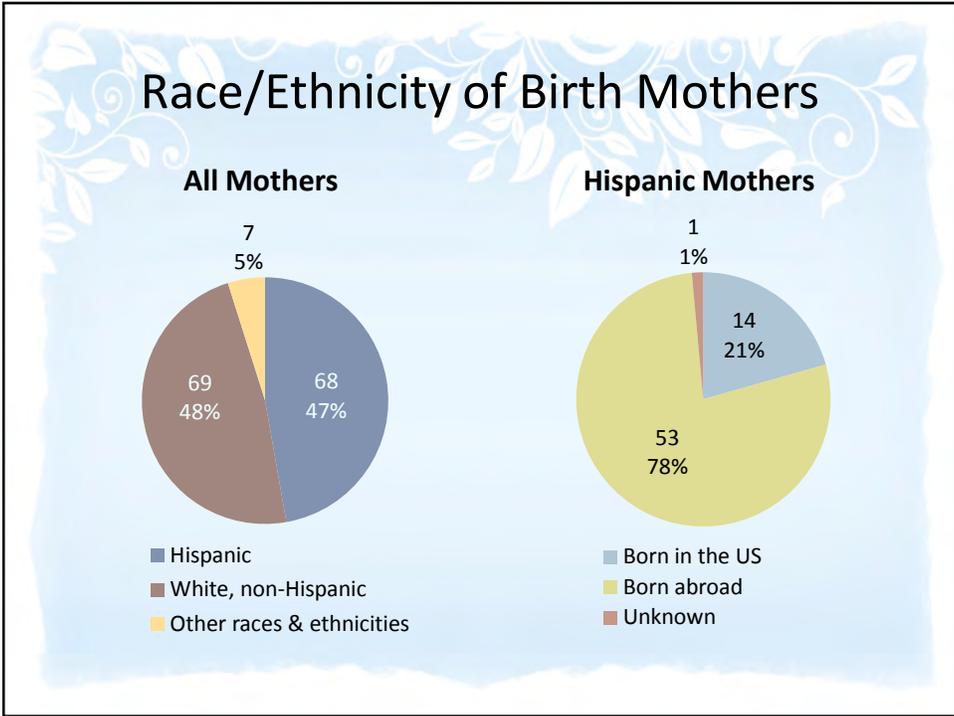
Mother's Age Group	# of Mothers
15-17 yrs	5 (3.5%)
18-19 yrs	9 (6.2%)
20-29 yrs	77
30-39 yrs	51
40+ yrs	2

Mono County **surpassed** the Healthy People 2020 Goals!

- Reduce pregnancy rates among females aged 15-17 years to 3.6%
- Reduce pregnancy rates among females aged 18-19 years to 10.6%

### Births to Teens and Women Over the Age of 40

- Teens: 9.7% (1.4% in 2010)
  - 1 15 yrs – Hispanic
  - 3 16 yrs – Hispanic
  - 1 17 yrs – Hispanic
  - 3 18 yrs – Hispanic & White
  - 6 19 yrs – Hispanic, White & Other
- Women 40+: (1.4%)
  - 40 yrs
  - 44 yrs



## Late Prenatal Care and Poor Birth Outcomes

### Low Birth Weight

- There were only 2 low birth weight infants born in 2011 to women who entered prenatal care late.

### Preterm Birth

- There were only 2 preterm births in 2011 to women who entered prenatal care late.

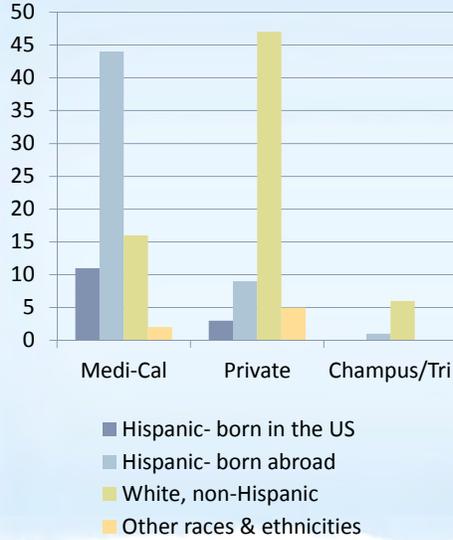


## Cesarean Sections

- 25.7% of Mono County residents had a c-section.
  - 18 primary c-sections
    - 12.5%
  - 19 repeat c-sections
    - 13.2%
- 28.3% of Mono County residents who delivered at Mammoth Hospital had a c-section. (106 deliveries total in 2011)
  - 14 primary c-sections
    - 13.2%
  - 16 repeat c-sections
    - 15.1%

Mono County **surpassed** the Healthy People 2020 Goal!  
• Reduce cesarean births among low-risk women giving birth for the first time to 23.9%

## Birth Mothers' Insurance for Delivery



Insurance	# of Women
Medi-Cal	73
Private	64
Champus/Tri	7

Women on Medi-Cal have assumed eligibility for the WIC Program. 70% of women who delivered using Medi-Cal were also enrolled in the WIC program.



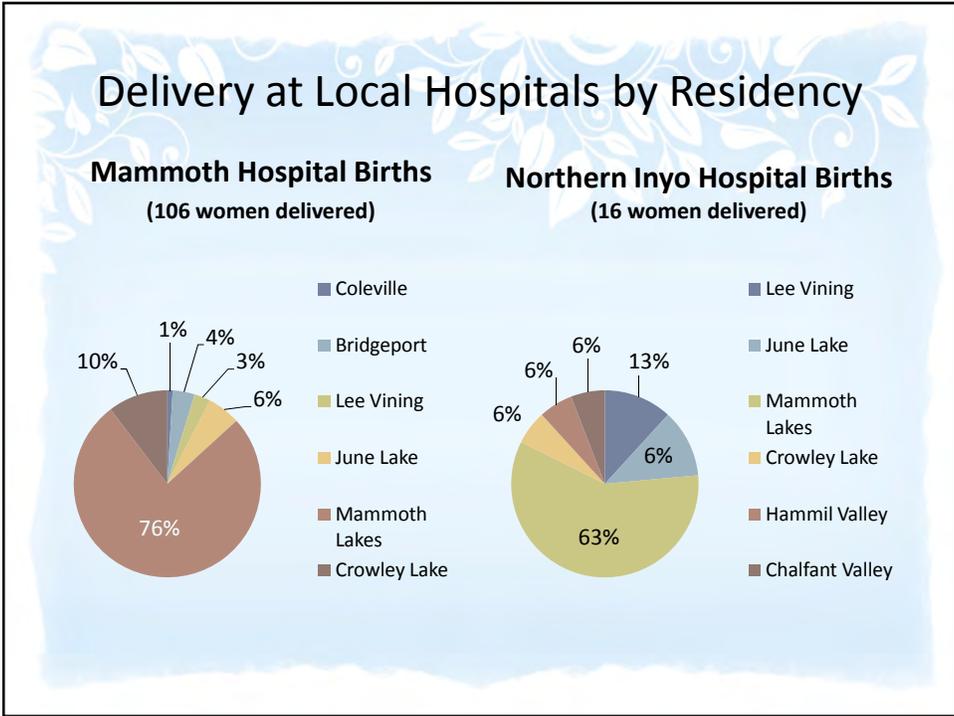
## Delivery Location & Town of Residence

### Delivery Location

- Local hospitals
  - 106 Mammoth Hospital
  - 16 Northern Inyo Hospital
  - 15 Barton Memorial Hospital
- Out of area hospitals
  - 3 Loma Linda University Medical Center
  - 2 Huntington Memorial Hospital
  - 1 HOAG Memorial Hospital
  - 1 Mission Hospital

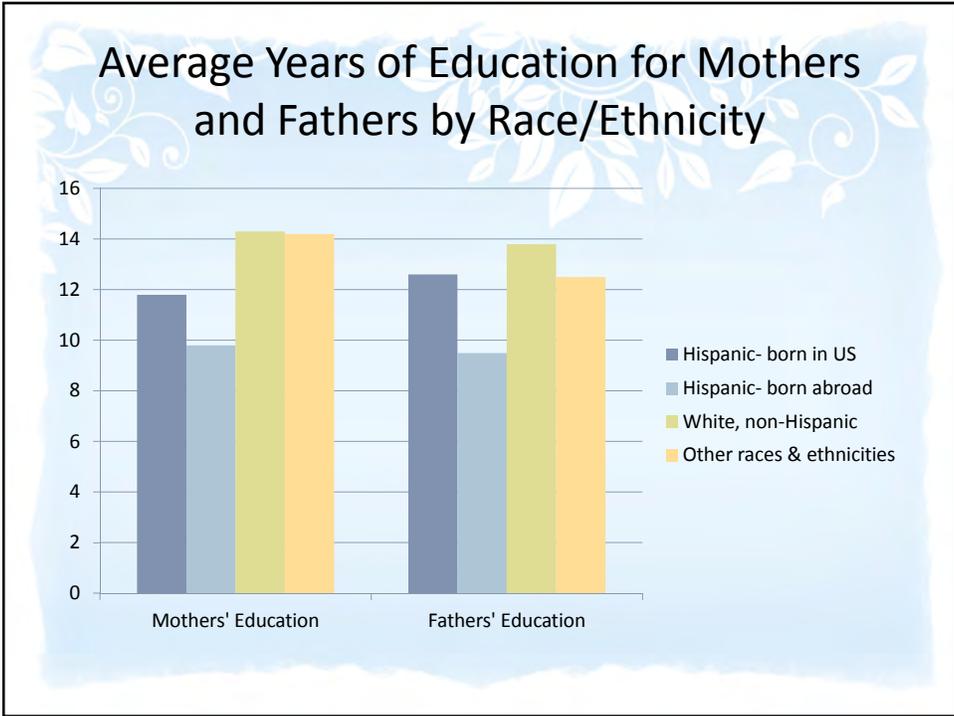
### Town of Residence

- 97 Mammoth Lakes
- 12 Crowley Lake
- 11 Coleville
- 7 June Lake
- 5 Lee Vining
- 5 Bridgeport
- 4 Topaz
- 1 Chalfant Valley
- 1 Hammil Valley
- 1 Paradise/Swall



### Educational Attainment of Birth Parents

Education	Mothers	Fathers
< 7 <sup>th</sup> grade	14	16
7 <sup>th</sup> – 12 <sup>th</sup> grade	22	23
High School Graduate or GED	50	54
Associate or Some College	20	21
Bachelors	29	22
Masters	6	3
Doctorate or Professional	0	0
Unknown or Withheld	3	5
Average years	12.4 years	12.1 years



### In-Hospital Breastfeeding Initiation

- In-hospital breastfeeding initiation data is available through the Maternal, Child and Adolescent Health Division (MCAH) of the California Department of Public Health (CDPH) at:  
<http://www.cdph.ca.gov/data/statistics/Pages/InHospitalBreastfeedingInitiationData.aspx>
- Hospitals are encouraged to utilize these data to integrate Quality Improvement efforts within the maternity care setting to ensure policies and practices are supportive of breastfeeding.
- The following data is for Mono County women who gave birth each year at all hospitals where deliveries occurred.

Year	Any Breastfeeding		Exclusive Breastfeeding	
	Hispanic	White	Hispanic	White
2011	96.6%	96.4%	55.2%	92.7%
2010	98.5%	96.4%	41.5%	76.8%
2009	92.6%	98.0%	29.6%	72.0%





**Questions or Comments?**

Please contact Sandra Pearce at the  
Mono County Health Department

760.924.1830  
[spearce@mono.ca.gov](mailto:spearce@mono.ca.gov)



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2012

**DEPARTMENT** County Counsel

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Personnel Appeals Board  
Appointment

---

### AGENDA DESCRIPTION:

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

Personnel appeals board appointment.

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### RECOMMENDED ACTION:

Appoint Clay Neely to sit on a pending personnel appeals board.

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### FISCAL IMPACT:

none.

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**CONTACT NAME:** John-Carl Vallejo

**PHONE/EMAIL:** 760.924.1702 / jvallejo@mono.ca.gov

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

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

---

History	Time	Who	Approval
	9/12/2012 5:10 PM	County Administrative Office	Yes
	9/12/2012 11:08 AM	County Counsel	Yes
	9/12/2012 5:23 PM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2012

**DEPARTMENT** Sheriff Coroner

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Sheriff's Department Boating  
and Waterways Grant:  
Equipment and Operations  
Contract

### AGENDA DESCRIPTION:

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

The Mono County Sheriff's Department has received a Grant Contract from the California Department of Boating and Waterways in the amount of \$30,000.00 for fiscal year 2012-2013. This grant funds the purchase of miscellaneous equipment and is an annual award granted to the Sheriff's Department.

### RECOMMENDED ACTION:

1) Authorize the Sheriff's Department (on behalf of the County) to enter into the contract with the California Department of Boating and Waterways for fiscal year 2012-2013. 2) Authorize Sheriff Richard C. Scholl to sign the contract and all reimbursement forms for said contract.

### FISCAL IMPACT:

FY 2012 - 2013: \$30,000.00 in revenue.

**CONTACT NAME:** Jennifer Hansen

**PHONE/EMAIL:** (760) 932-5279 / jhansen@monosheriff.org

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

### SEND COPIES TO:

**MINUTE ORDER REQUESTED:**

YES  NO

---

## ATTACHMENTS:

Click to download

-  [Boating Equipment and Operations Contract staff report](#)
  -  [grant part 1](#)
  -  [grant part 2](#)
  -  [grant part 3](#)
- 

## History

Time	Who	Approval
9/4/2012 3:50 PM	County Administrative Office	Yes
9/10/2012 5:30 PM	County Counsel	Yes
9/10/2012 5:37 PM	Finance	Yes



P.O. Box 616 / 100 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 / FAX (760) 932-7435

*Richard C. Scholl*  
Sheriff/Coroner

**MONO COUNTY SHERIFF'S OFFICE**

*Ralph Obenberger*  
Undersheriff

DATE: September 18, 2012  
TO: The Honorable Chair and Members of the Board of Supervisors  
FROM: Richard C. Scholl, Sheriff-Coroner  
SUBJECT: SHERIFF'S DEPARTMENT BOATING AND WATERWAYS GRANT:  
EQUIPMENT AND OPERATION CONTRACT

---

**RECOMMENDATION:**

1. Authorize the Sheriff's Department (on behalf of the County) to enter into the contract with the California Department of Boating and Waterways for fiscal year 2012-2013.
2. Authorize Sheriff Richard C. Scholl to sign the contract and all reimbursement forms for said contract.

**DISCUSSION:**

The Mono County Sheriff's Department has received a Grant Contract from the California Department of Boating and Waterways in the amount of \$30,000.00 for fiscal year 2012-2013. This grant funds the purchase of miscellaneous equipment (refurbish vessels; pas devices; dock lines; anchor lines; and sound meters).

**FINANCIAL IMPACT:**

FY 2012 – 2013: \$30,000.00 revenue.

Respectfully submitted,  
RICHARD C. SCHOLL  
Sheriff-Coroner  
County of Mono

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER # <b>12-204-764</b>
REGISTRATION NUMBER # <b>eP 1229466</b>

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME  
 DEPARTMENT OF BOATING AND WATERWAYS
- CONTRACTOR'S NAME  
**MONO COUNTY SHERIFF'S DEPARTMENT**
2. The term of this Agreement is: AUGUST 01, 2012 through JULY 31, 2027  
 15 year term
3. The maximum amount of this Agreement is: \$ 30,000.00  
 THIRTY THOUSAND DOLLARS AND NO/100
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

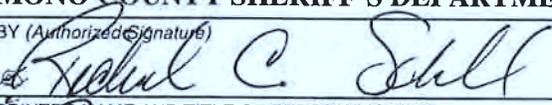
Contract	6 page(s)
Exhibit A – Standard Terms and Conditions	12 page(s)
Exhibit B – Administrative Requirements	46 page(s)
Exhibit C* – Uniform Audit Requirements	11 page(s)
Exhibit D – Certification Clauses	6 page(s)
Exhibit E – Darfur Contracting Act	2 page(s)

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

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)  
**MONO COUNTY SHERIFF'S DEPARTMENT**

BY (Authorized Signature)  DATE SIGNED (Do not type)  
 8-28-12

PRINTED NAME AND TITLE OF PERSON SIGNING  
 Richard C. Scholl SHERIFF

ADDRESS  
 49 BRYANT STREET  
 BRIDGEPORT, CA 93517

**STATE OF CALIFORNIA**

AGENCY NAME  
 DEPARTMENT OF BOATING AND WATERWAYS

BY (Authorized Signature)  DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING  
 LUCIA C. BECERRA, ACTING DIRECTOR

ADDRESS  
 2000 EVERGREEN STREET SUITE 100 SACRAMENTO CA 95815

**California Department of General Services Use Only**

Exempt per: 4.04

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

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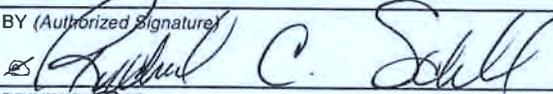
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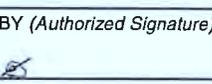
BY (Authorized Signature)  DATE SIGNED (Do not type) **8-28-12**

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Richard C. Scholl Sheriff**

ADDRESS  
**49 BRYANT STREET  
BRIDGEPORT, CA 93517**

**STATE OF CALIFORNIA**

AGENCY NAME  
**DEPARTMENT OF BOATING AND WATERWAYS**

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CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

MONO COUNTY SHERIFF'S DEPARTMENT

BY (Authorized Signature)

DATE SIGNED(Do not type)

*Richard C. Scholl* 8-28-12

PRINTED NAME AND TITLE OF PERSON SIGNING

Richard C. Scholl Sheriff

ADDRESS

49 BRYANT STREET  
BRIDGEPORT, CA 93517

**STATE OF CALIFORNIA**

AGENCY NAME

DEPARTMENT OF BOATING AND WATERWAYS

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

LUCIA C. BECERRA, ACTING DIRECTOR

ADDRESS

2000 EVERGREEN STREET SUITE 100 SACRAMENTO CA 95815

California Department of General  
Services Use Only

Exempt per: 4.04

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 STD 213 (Rev 06/03)

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 CONTRACTOR'S NAME  
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**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>MONO COUNTY SHERIFF'S DEPARTMENT</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>8-28-12</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>RICHARD C. SCHOLL SHERIFF</b>		
ADDRESS <b>49 BRYANT STREET BRIDGEPORT, CA 93517</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>DEPARTMENT OF BOATING AND WATERWAYS</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>LUCIA C. BECERRA, ACTING DIRECTOR</b>		
ADDRESS <b>2000 EVERGREEN STREET SUITE 100 SACRAMENTO CA 95815</b>		
		<input checked="" type="checkbox"/> Exempt per: 4.04

***BOATING SAFETY AND ENFORCEMENT GRANT  
EQUIPMENT AND OPERATION CONTRACT***

***MONO COUNTY SHERIFF'S DEPARTMENT***

***EQUIPMENT CONTRACT  
# 12-204-764***



**State of California  
Department of Boating and Waterways**

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**BOATING SAFETY AND ENFORCEMENT GRANT**  
**EQUIPMENT AND OPERATION CONTRACT**

This CONTRACT #12-204-764, is entered into on August 01, 2012 between the California Department of Boating and Waterways (DEPARTMENT) and the Mono County Sheriff's Department (GRANTEE). The DEPARTMENT and the GRANTEE agree as follows:

1. **CONTRACT**

This CONTRACT includes **EXHIBIT A**, Standard Terms and Conditions, **EXHIBIT B**, 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and **EXHIBIT C**, Circular No. A-128, Audits of State and Local Government.

2. **GRANT**

The DEPARTMENT will make a grant to the GRANTEE of up to THIRTY THOUSAND DOLLARS AND NO/100 (\$30,000.00). This GRANT shall not exceed this amount, shall be made using Federal funds, and shall be used to purchase MISCELLANEOUS EQUIPMENT (2-LED LIGHT BAR UNITS, 2-SIREN SPEAKER COMBOS, 2-WIRELESS SPOTLIGHT SYSTEMS, 3-MARINE RADIOS, 6-HEADSETS, 6-UNDERWATER FLOOD LIGHTS, 1-STRUCTURE SCAN, 3-RADAR UNITS, 1-SET NAVIGATION LIGHTS, 4-LED FLOODLIGHTS, 3-FIRST AID KITS, 1-PAIR DOCKING LIGHTS, 1-ELECTRIC ANCHOR WINCH) in accordance with **EXHIBIT A**.

3. **PURCHASE COMPLETION DATE**

The EQUIPMENT purchase shall be completed no later than

June 30, 2013. The DEPARTMENT will make payment under this CONTRACT upon receipt of a written request by the GRANTEE as specified in Article III and XIII of **EXHIBIT A** attached hereto.

4. **SPECIAL PROVISIONS**

- (a) GRANTEE hereby certifies that the obligations created by this CONTRACT do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- (b) This CONTRACT is not fully executed until signed by the DEPARTMENT, GRANTEE, and approved by the Department of General Services, if required. Grantee may not go out to bid until CONTRACT is fully executed and equipment specifications have been approved by the DEPARTMENT.
- (c) GRANTEE hereby certifies that during the performance of this CONTRACT, GRANTEE and any sub-grantees shall fully comply with State regulations regarding the implementation of Disabled Veteran business participation goals as set forth in ARTICLE XVI, **Disabled Veteran Business Enterprise Participation Requirements**, ARTICLE XVII, **Recycling Certification**, and ARTICLE XVIII, **CONTRACTORS CERTIFICATION CLAUSES**.
- (d) GRANTEE shall continue with the responsibilities of this CONTRACT during any dispute.
- (e) Notices required between the DEPARTMENT and the GRANTEE shall be deemed to have been given when mailed to the respective addresses, first-class postage fully prepaid thereon.



## EXHIBIT A

### STANDARD TERMS AND CONDITIONS FOR BOATING SAFETY AND ENFORCEMENT EQUIPMENT CONTRACT

#### ARTICLE I -- DEFINITIONS

- A. CONTRACT means the contract to which these standard terms and conditions are appended.
- B. EQUIPMENT means a DEPARTMENT approved electronics, power plant and other equipment purchased for use in boating safety and law enforcement activities.
- C. PURCHASE COSTS means those costs incurred by the GRANTEE in purchasing the EQUIPMENT; such PURCHASE COSTS shall not include any operation and maintenance costs, nor any costs incurred prior to the effective date of this CONTRACT, nor any indirect or overhead costs claimed by the GRANTEE.
- D. GRANTEE FUNDS mean any funds provided by the GRANTEE for the operation and maintenance of the EQUIPMENT.
- E. GRANT means a grant, using FEDERAL FUNDS, made by the DEPARTMENT to the GRANTEE to finance all or part of the PURCHASE COSTS.

**ARTICLE II — TERM OF CONTRACT**

- A.** The term of this CONTRACT shall begin on the effective date of the CONTRACT and shall continue for FIFTEEN [15] YEARS from such date unless terminated earlier in accordance with the terms and conditions of this CONTRACT.
- B.** No amendment or variation of the terms of this CONTRACT shall be valid unless made in writing, signed by the DEPARTMENT, GRANTEE, AND approved as required. No oral understanding or CONTRACT not incorporated in the CONTRACT is binding on any of the parties.

**ARTICLE III — DISBURSEMENT OF GRANT**

- A.** The DEPARTMENT shall have no obligation to disburse the GRANT unless and until the GRANTEE obtains the prior written approval of the DEPARTMENT of the type and cost of the EQUIPMENT and attendant equipment.
- B.** The DEPARTMENT will reimburse the GRANTEE through the GRANT for the PURCHASE COSTS of the EQUIPMENT.
- C.** The DEPARTMENT may make payment under this CONTRACT upon receipt of a written payment request by the GRANTEE, such request shall be substantiated by invoices or other such evidence of PURCHASE COSTS and a signed certification that the GRANTEE complied with procurement procedures as outlined in ARTICLE XIII.

**ARTICLE IV - EQUIPMENT OWNERSHIP**

The DEPARTMENT shall be the legal owner of the EQUIPMENT. The GRANTEE shall not assign, mortgage, hypothecate or transfer its interest in the EQUIPMENT without the prior written approval of the DEPARTMENT.

**ARTICLE V - OPERATION AND MAINTENANCE OF EQUIPMENT**

- A. The GRANTEE shall use the EQUIPMENT for the purposes of boating safety and law enforcement and shall keep the EQUIPMENT available for search and rescue operations.
- B. The GRANTEE shall be responsible for the costs of operating and maintaining the EQUIPMENT; the DEPARTMENT shall not be liable for such costs.
- C. The GRANTEE shall maintain the EQUIPMENT in good repair.
- D. The GRANTEE, at its own expense, agrees to replace the EQUIPMENT if it is destroyed or rendered useless prior to the expiration of this CONTRACT.
- E. Representatives, agents or employees of the GRANTEE in the performance of this CONTRACT shall act in independent capacity and not as officers, employees or agents of the DEPARTMENT.
- F. The GRANTEE shall keep complete and accurate records of all expenditures pertaining to the purchase of additional equipment and the operation and maintenance of the EQUIPMENT; such records shall be available and open to the DEPARTMENT at all reasonable times for inspection and audit by any authorized representative of the DEPARTMENT.

**ARTICLE VI - TERMINATION OF CONTRACT**

- A.** Either DEPARTMENT or GRANTEE may unilaterally terminate this CONTRACT if a material breach of the CONTRACT is made by the other; such termination shall become effective NINETY [90] DAYS following the date of receipt by either the DEPARTMENT or the GRANTEE of a written notice of termination from the party initiating the termination.
- B.** The GRANTEE may terminate this CONTRACT if the GRANTEE becomes financially or legally unable to comply with the terms and conditions of this CONTRACT; such termination shall become effective NINETY [90] DAYS following receipt by the DEPARTMENT of a written notice of termination from the GRANTEE.
- C.** The DEPARTMENT may terminate this contract immediately and be relieved of any payments should the legislative body of the GRANTEE fail to appropriate GRANTEE FUNDS or if the GRANTEE fails to perform the requirements of this Agreement at the time and in the manner herein provided; such termination to become effective upon receipt by the GRANTEE of a written termination notice from the DEPARTMENT.
- D.** This CONTRACT shall terminate three years after the effective date specified on page 1 of the CONTRACT if the GRANTEE has not received all of the GRANT prior to such date.

**ARTICLE VII - REVERSION OF EQUIPMENT TO DEPARTMENT**

If, for any reason whatsoever, this CONTRACT is terminated prior to the expiration of the term of the CONTRACT, then the GRANTEE shall deliver the EQUIPMENT to the DEPARTMENT and shall execute any document necessary to effect appropriate changes in pertinent public records; the reversion of registered title is hereby declared to be in addition to, and not in lieu of, any other remedies for breach of this CONTRACT which may be available to the DEPARTMENT.

**ARTICLE VIII - LIABILITY**

- A. The GRANTEE waives all claims and recourse against the DEPARTMENT, including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this CONTRACT.
- B. Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by GRANTEE in the performance of this Agreement. GRANTEE warrants, represents and agrees that it and its subcontractors, employees and representatives shall

at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this agreement.

- C. If the DEPARTMENT is named as a co-defendant, the GRANTEE shall notify the DEPARTMENT and represent it unless the DEPARTMENT elects to represent itself. If the DEPARTMENT undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

**ARTICLE IX — WAIVER OF RIGHTS**

It is the intention of the parties hereto that from time to time either party may waive certain of its rights under this CONTRACT. Any waiver at this time by either party hereto of its rights with respect to a default or any other matter arising in connection with this CONTRACT shall not be deemed to be a waiver with respect to any other default or matter.

**ARTICLE X — REMEDIES NOT EXCLUSIVE**

The use by either the DEPARTMENT or GRANTEE of any remedy specified in this CONTRACT for the enforcement of this CONTRACT is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

**ARTICLE XI — OPINIONS AND DETERMINATIONS**

Where the terms of CONTRACT provide for action to be based upon the opinion, judgment, approval, review, or determination of either the DEPARTMENT or GRANTEE, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**ARTICLE XII — ASSIGNMENT OR TRANSFER OF EQUIPMENT**

No assignment or transfer of this CONTRACT or any part hereof, rights hereunder, or interest herein by GRANTEE shall be valid unless and until it is approved by the DEPARTMENT and made subject to such reasonable terms and conditions as the DEPARTMENT may impose.

**ARTICLE XIII — PROCUREMENT PROCEDURES**

A. The GRANTEE may use its own procurement procedures which reflect applicable State and Local laws and regulations, provided that the procedures conform to applicable Federal law, the standards identified in EXHIBIT B, 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and the specifications prepared by the GRANTEE and approved by the DEPARTMENT. There shall be no changes, corrections, modifications or exceptions to DEPARTMENT approved specifications without advance approval by the DEPARTMENT.

**ARTICLE XIII — PROCUREMENT PROCEDURES (CONTINUED)**

- B.** Procurement procedures for boats must be invitation for Bids. Please pay special attention to the specific procurement standards regarding advertising by your department, adequate purchase descriptions, sealed bids, and public openings.
- C.** Procurement procedures used by the GRANTEE must conform to State law and regulations regarding Disabled Veteran Business Enterprise Participation Requirements, ARTICLE XVI, Recycling Certification, ARTICLE XVII, AND CONTRACTORS CERTIFICATION CLAUSES, ARTICLE XVIII. The GRANTEE is responsible, in its sole discretion, for the review of all bids for compliance.
- D. EQUIPMENT AND ELECTRONICS PROCEDUREMENT PROCEDURES:**
- Grantee must obtain at least three (3) bids or rate quotations from qualified sources for each item that has a unit cost of \$5,000 or more. The bids may be obtained over the phone, but must be verified with a fax or original copy from the vendor, and must include the make, model, size, name of vendor, date, and cost of item.
- E. AWARDING AGENCY REVIEW**
- (1) Grantees and sub-grantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or services specified is the one being proposed for purchase. This review generally will take place prior to the time the



**ARTICLE XIII - PROCUREMENT PROCEDURES (CONTINUED)**

specification is incorporated into a solicitation document. However, if the grantee or sub-grantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

**(2)** Grantees and sub-grantees must on request make available for Awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

**(A)** A grantee's or sub-grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

**(B)** The procurement is expected to be awarded without competition or only one bid or offer is received in response to a solicitation; or

**(C)** The proposed award is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

**(D)** A proposed contract modification changes the scope of a contract.

**(3)** A grantee or sub-grantee will be exempt from the pre-award review in paragraph **(D) (2)** of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

**ARTICLE XIII - PROCUREMENT PROCEDURES (CONTINUED)**

(A) A grantee or sub-grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, a third-party contracts are awarded on a regular basis.

(B) A grantee or sub-grantee may self-certify its Procurement system. Such self-certification shall not Limit the warding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to reply on written assurances from the grantee or sub-grantee that it is complying with these standards. A grantee or sub-grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

**ARTICLE XIV - SUBJECT TO AUDIT**

GRANTEE agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer

**ARTICLE XIV -- SUBJECT TO AUDIT (CONTINUED)**

period of records retention is stipulated. GRANTEE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GC 8546.7, PCC 10115 et seq., and CCR Title 2, Section 1896).

**ARTICLE XV -- NON-DISCRIMINATION CLAUSE**

A. During the performance of this contract, GRANTEE and its sub grantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. GRANTEES and sub-grantees shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. GRANTEES and sub-grantees shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f),

**ARTICLE XV - NON-DISCRIMINATION CLAUSE (Continued)**

are set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations and are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full. GRANTEE and sub-grantees shall give written notice of their obligations under this clause to labor organization with which they have a collective bargaining or other agreement.

- B. GRANTEE shall include the non-discrimination and compliance provisions of this clause in all sub-grants to perform work under this CONTRACT.

**ARTICLE XVI - DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION REQUIREMENT**

- A. State law requires that State contracts have participation goals of 3% for Disabled Veteran Business Enterprises (DVBEs). Local governmental agency contracts where the State retains a proprietary interest must comply with this requirement.
- B. GRANTEE is responsible for advising all prospective bidders of responsibilities and requirements by including specific language in any and all invitations for Bids and Requests for proposals.
- C. The GRANTEE is responsible for reviewing all bids for compliance with the DVBE participation requirement.

**ARTICLE XVII - RECYCLING CERTIFICATION**

- A. State law requires that state contracts shall have Recycling Certification in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer

waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

- B. GRANTEE is responsible for advising all prospective bidders of responsibilities and requirements by including specific language in any and all Invitations for Bids and Requests for Proposals. Suggested language and forms which may be used are attached to this exhibit.
- C. The GRANTEE is responsible for reviewing all bids for compliance with Recycling Certification requirement.

**ARTICLE XVIII – CONTRACTOR CERTIFICATION CLAUSES**

- A. The CONTRACTOR CERTIFICATION CLAUSES contained in document CCC298 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- B. GRANTEE is responsible for advising all prospective bidders of responsibilities and requirements by including specific language in any and all Invitations for Bids and Requests for Proposals. Suggested language and forms which may be used are attached to this exhibit.
- C. The GRANTEE is responsible for reviewing all bids for compliance with Recycling Certification requirement.

**ARTICLE XIX — DISPOSITION OF PROCEEDS FROM SALE OF EQUIPMENT**

If the GRANTEE has contributed money other than GRANT funds to cover the payment of PURCHASE COSTS, and in the event of a sale of the EQUIPMENT after the expiration or termination of this CONTRACT or the reversion of the EQUIPMENT to the DEPARTMENT, then the proceeds of the EQUIPMENT sale shall be distributed between the DEPARTMENT and the GRANTEE in proportion to their respective contributions in paying the PURCHASE COSTS, e.g.: if the PURCHASE COSTS totaled \$100,000 and the GRANT contribution amounts to \$60,000, then the DEPARTMENT would receive 60% of the EQUIPMENT sale proceeds and the GRANTEE would receive 40%.

## **EXHIBIT B**

[Code of Federal Regulations]

[Title 49, Volume 1, Parts 1 to 99]

[Revised as of October 1, 1997]

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TITLE 49—TRANSPORTATION

### **Subtitle A—Office of the Secretary of Transportation**

PART 18—UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND  
COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

#### **Subpart A—General**

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- 18.2 Scope of subpart.
- 18.3 Definitions.
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- 18.50 Closeout.
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Authority: 49 U.S.C. 322(a). Source: 53 FR 8086 and 8087, Mar. 11, 1988, unless otherwise noted.

Editorial Note: For additional information, see related documents published at 49 FR 24958, June 18, 1984, 52 FR 20198, May 29, 1987, and 53 FR 8028, March 11, 1988.

#### **A—General**

##### **Sec. 18.1 Purpose and scope of this part.**

This part establishes uniform administrative rules for Federal grants and cooperative agreements and sub awards to State, local and Indian tribal governments.

##### **Sec. 18.2 Scope of subpart.**

This subpart contains general rules pertaining to this part and procedures for control of exceptions from this part.

##### **Sec. 18.3 Definitions.**

As used in this part:

Accrued expenditures mean the charges incurred by the grantee during a given period requiring the provision of funds for:

- (1) Goods and other tangible property received;
- (2) services performed by employees, contractors, sub grantees, subcontractors, and other payees; and
- (3) other amounts becoming owed under programs for which no current services or performance is required, such as annuities, insurance claims, and other benefit payments.

Accrued income means the sum of:

- (1) Earnings during a given period from services performed by the grantee and goods and other tangible property delivered to purchasers, and



(2) amounts becoming owed to the grantee for which no current services or performance is required by the grantee.

Acquisition cost of an item of purchased equipment means the net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for the purpose for which it was acquired. Other charges such as the cost of installation, transportation, taxes, duty or protective in-transit insurance, shall be included or excluded from the unit acquisition cost in accordance with the grantee's regular accounting practices.

Administrative requirements mean those matters common to grants in general, such as financial management, kinds and frequency of reports, and retention of records. These are distinguished from "programmatic" requirements, which concern matters that can be treated only on a program-by-program or grant-by-grant basis, such as kinds of activities that can be supported by grants under a particular program.

Awarding agency means:

- (1) with respect to a grant, the Federal agency,
- (2) with respect to a sub grant, the party that awarded the sub grant.

Cash contributions means the grantee's cash outlay, including the outlay of money contributed to the grantee or sub grantee by other public agencies and institutions, and private organizations and individuals. When authorized by Federal legislation, Federal funds received from other assistance agreements may be considered as grantee or sub grantee cash contributions.

Contract means (except as used in the definitions for "grant" and "sub grant" in this section and except where qualified by "Federal") a procurement contract under a grant or sub grant, and means a procurement subcontract under a contract.

Cost sharing or matching means the value of the third party in-kind contributions and the portion of the costs of a federally assisted project or program not borne by the Federal Government.

Cost-type contract means a contract or subcontract under a grant in which the contractor or subcontractor is paid on the basis of the costs it incurs, with or without a fee.

Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

Expenditure report means:

- (1) For non-construction grants, the SF-269 "Financial Status Report" (or other equivalent report);

(2) for construction grants, the SF-271 "Outlay Report and Request for Reimbursement" (or other equivalent report).

Grant means an award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the Federal Government to an eligible grantee. The term does not include technical assistance which provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Also, the term does not include assistance, such as a fellowship or other lump sum award, which the grantee is not required to account for.

Grantee means the government to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document.

Local government means a county, municipality, city, town, township, local public authority (including any public and Indian housing agency under the United States Housing Act of 1937) school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.

Obligations means the amounts of orders placed, contracts and sub grants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee during the same or a future period.

OMB means the United States Office of Management and Budget.

Outlays (expenditures) mean charges made to the project or program. They may be reported on a cash or accrual basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to contractors and sub grantees. For reports prepared on an accrued expenditure basis, outlays are the sum of actual cash disbursements, the amount of indirect expense incurred, the value of in kind contributions applied, and the new increase (or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, sub grantees, subcontractors, and other payees, and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims, and other benefit payments.

Percentage of completion method refers to a system under which payments are made for construction work according to the

percentage of completion of the work, rather than to the grantee's cost incurred.

Prior approval means documentation evidencing consent prior to incurring specific cost.

Real property means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Share, when referring to the awarding agency's portion of real property, equipment or supplies, means the same percentage as the awarding agency's portion of the acquiring party's total costs under the grant to which the acquisition costs of the property was charged. Only costs are to be counted—not the value of third-party in-kind contributions.

State means any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments. The term does not include any public and Indian housing agency under United States Housing Act of 1937.

Sub grant means an award of financial assistance in the form of money, or property in lieu of money, made under a grant by a grantee to an eligible sub grantee. The term includes financial assistance when provided by contractual legal agreement, but does not include procurement purchases, nor does it include any form of assistance which is excluded from the definition of "grant" in this part.

Sub grantee means the government or other legal entity to which a sub grant is awarded and which is accountable to the grantee for the use of the funds provided.

Supplies means all tangible personal property other than "equipment" as defined in this part. Suspension means depending on the context, either:

- (1) temporary withdrawal of the authority to obligate grant funds pending corrective action by the grantee or sub grantee or a decision to terminate the grant, or
- (2) an action taken by a suspending official in accordance with agency regulations implementing E.O. 12549 to immediately exclude a person from participating in grant transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue.

Termination means permanent withdrawal of the authority to obligate previously-awarded grant funds before that authority would otherwise expire. It also means the voluntary relinquishment of that authority by the grantee or sub grantee. "Termination" does not include:

- (1) Withdrawal of funds awarded on the basis of the grantee's underestimate of the un-obligated balance in a prior period;
- (2) Withdrawal of the un-obligated balance as of the expiration of a grant;

(3) Refusal to extend a grant or award additional funds, to make a competing or non-competing continuation, renewal, extension, or supplemental award; or

(4) voiding of a grant upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Terms of a grant or sub grant mean all requirements of the grant or sub grant, whether in statute, regulations, or the award document.

Third party in-kind contributions mean property or services which benefit a federally assisted project or program and which are contributed by non-Federal third parties without charge to the grantee, or a cost-type contractor under the grant agreement.

Un-liquidated obligations for reports prepared on a cash basis mean the amount of obligations incurred by the grantee that has not been paid. For reports prepared on an accrued expenditure basis, they represent the amount of obligations incurred by the grantee for which an outlay has not been recorded.

Un-obligated balance means the portion of the funds authorized by the Federal agency that has not been obligated by the grantee and is determined by deducting the cumulative obligations from the cumulative funds authorized.

#### **Sec. 18.4 Applicability.**

(a) General. Subparts A through D of this part apply to all grants and sub grants to governments, except where inconsistent with Federal statutes or with regulations authorized in accordance with the exception provision of Sec. 18.6, or:

(1) Grants and sub grants to State and local institutions of higher education or State and local hospitals.

(2) The block grants authorized by the Omnibus Budget Reconciliation Act of 1981 (Community Services; Preventive Health and Health Services; Alcohol, Drug Abuse, and Mental Health Services; Maternal and Child Health Services; Social Services; Low-Income Home Energy Assistance; States' Program of Community Development Block Grants for Small Cities; and Elementary and Secondary Education other than programs administered by the Secretary of Education under title V, subtitle D, chapter 2, Section 583--the Secretary's discretionary grant program) and titles I-III of the Job Training Partnership Act of 1982 and under the Public Health Services Act (Section 1921), Alcohol and Drug Abuse Treatment and Rehabilitation Block Grant and part C of title V, Mental Health Service for the Homeless Block Grant).

(3) Entitlement grants to carry out the following programs of the Social Security Act:

(i) Aid to Needy Families with Dependent Children (title IV-A of the Act, not including the Work Incentive Program

(WIN) authorized by section 402(a)19(G); HHS grants for WIN are subject to this part);

- (ii) Child Support Enforcement and Establishment of Paternity (title IV-D of the Act);
- (iii) Foster Care and Adoption Assistance (title IV-E of the Act);
- (iv) Aid to the Aged, Blind, and Disabled (titles I, X, XIV, and XVI-AABD of the Act); and
- (v) Medical Assistance (Medicaid) (title XIX of the Act) not including the State Medicaid Fraud Control program authorized by section 1903(a)(6)(B).

(4) Entitlement grants under the following programs of The National School Lunch Act:

- (i) School Lunch (section 4 of the Act),
- (ii) Commodity Assistance (section 6 of the Act),
- (iii) Special Meal Assistance (section 11 of the Act),
- (iv) Summer Food Service for Children (section 13 of the Act), and
- (v) Child Care Food Program (section 17 of the Act).

(5) Entitlement grants under the following programs of The Child Nutrition Act of 1966:

- (i) Special Milk (section 3 of the Act), and
- (ii) School Breakfast (section 4 of the Act).

(6) Entitlement grants for State Administrative expenses under The Food Stamp Act of 1977 (section 16 of the Act).

(7) A grant for an experimental, pilot, or demonstration project that is also supported by a grant listed in paragraph (a)(3) of this section;

(8) Grant funds awarded under subsection 412(e) of the Immigration and Nationality Act (8 U.S.C. 1522(e)) and subsection 501(a) of the Refugee Education Assistance Act of 1980 (Pub. L.96-422, 94 Stat. 1809), for cash assistance, medical assistance, and supplemental security income benefits to refugees and entrants and the administrative costs of providing the assistance and benefits;

(9) Grants to local education agencies under 20 U.S.C. 236 through 241-1(a), and 242 through 244 (portions of the Impact Aid program), except for 20 U.S.C. 238(d)(2)(c) and 240(f) (Entitlement Increase for Handicapped Children); and

(10) Payments under the Veterans Administration's State Home Per Diem Program (38 U.S.C. 641(a)).

(b) Entitlement programs. Entitlement programs enumerated above in Sec. 18.4(a) (3) through (8) are subject to subpart E.

### **Sec. 18.5 Effect on other issuance's.**

All other grants administration provisions of codified program regulations, program manuals, handbooks and other

nonregulatory materials which are inconsistent with this part are superseded, except to the extent they are required by statute, or authorized in accordance with the exception provision in Sec. 18.6.

**Sec. 18.6 Additions and exceptions.**

(a) For classes of grants and grantees subject to this part, Federal agencies may not impose additional administrative requirements except in codified regulations published in the Federal Register.

(b) Exceptions for classes of grants or grantees may be authorized only by OMB.

(1) All Departmental requests for exceptions shall be processed through the Assistant Secretary of Administration.

(2) [Reserved]

(c) Exceptions on a case-by-case basis and for subgrantees may be authorized by the affected Federal agencies.

(1) All case-by-case exceptions may be authorized by the affected operating administrations or departmental offices, with the concurrence of the Assistant Secretary for Administration.

(2) [Reserved]

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 60 FR 19646, Apr. 19, 1995]

**Subpart B—Pre-Award Requirements**

**Sec. 18.10 Forms for applying for grants.**

(a) Scope.

(1) This section prescribes forms and instructions to be used by governmental organizations (except hospitals and institutions of higher education operated by a government) in applying for grants. This section is not applicable, however, to formula grant programs which do not require applicants to apply for funds on a project basis.

(2) This section applies only to applications to Federal agencies for grants, and is not required to be applied by grantees in dealing with applicants for sub grants. However, grantees are encouraged to avoid more detailed or burdensome application requirements for sub grants.

(3) Forms and procedures for Federal Highway Administration (FHWA) projects are contained in 23 CFR part 630, subpart B, 23 CFR part 420, subpart A, and 49 CFR part 450.

(b) Authorized forms and instructions for governmental organizations.

(1) In applying for grants, applicants shall only use standard application forms or those prescribed by the granting

agency with the approval of OMB under the Paperwork Reduction Act of 1980.

(2) Applicants are not required to submit more than the original and two copies of preapplications or applications.

(3) Applicants must follow all applicable instructions that bear OMB clearance numbers. Federal agencies may specify and describe the programs, functions, or activities that will be used to plan, budget, and evaluate the work under a grant. Other supplementary instructions may be issued only with the approval of OMB to the extent required under the Paperwork Reduction Act of 1980. For any standard form, except the SF-424 face sheet, Federal agencies may shade out or instruct the applicant to disregard any line item that is not needed.

(4) When a grantee applies for additional funding (such as a continuation supplemental award) or amends a previously submitted application, only the affected pages need be submitted. Previously submitted pages with information that is still current need not be resubmitted. [53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8086, Mar. 11, 1988] Sec. 18.11 State plans.

(a) Scope. The statutes for some programs require States to submit plans before receiving grants. Under regulations implementing Executive Order 12372, "Intergovernmental Review of Federal Programs," States are allowed to simplify, consolidate and substitute plans. This section contains additional provisions for plans that are subject to regulations implementing the Executive order.

(b) Requirements. A State need meet only Federal administrative or programmatic requirements for a plan that are in statutes or codified regulations.

(c) Assurances. In each plan the State will include an assurance that the State shall comply with all applicable Federal statutes and regulations in effect with respect to the periods for which it receives grant funding. For this assurance and other assurances required in the plan, the State may:

(1) Cite by number the statutory or regulatory provisions requiring the assurances and affirm that it gives the assurances required by those provisions,

(2) Repeat the assurance language in the statutes or regulations, or

(3) Develop its own language to the extent permitted by law.

(d) Amendments. A State will amend a plan whenever necessary to reflect:

(1) New or revised Federal statutes or regulations or

(2) a

material change in any State law, organization, policy,

or State agency operation. The State will obtain approval for the amendment and its effective date but need submit for approval only the amended portions of the plan.

**Sec. 18.12 Special grant or sub grant conditions for "high-risk" grantees.**

(a) A grantee or sub grantee may be considered "high risk" if an awarding agency determines that a grantee or sub grantee:

- (1) Has a history of unsatisfactory performance, or
- (2) Is not financially stable, or
- (3) Has a management system which does not meet the management standards set forth in this part, or
- (4) Has not conformed to terms and conditions of previous awards, or
- (5) Is otherwise not responsible; and if the awarding agency determines that an award will be made, special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.

(b) Special conditions or restrictions may include:

- (1) Payment on a reimbursement basis;
- (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
- (3) Requiring additional, more detailed financial reports;
- (4) Additional project monitoring;
- (5) Requiring the grantee or sub grantee to obtain technical or management assistance; or
- (6) Establishing additional prior approvals.

(c) If an awarding agency decides to impose such conditions, the awarding official will notify the grantee or sub grantee as early as possible, in writing, of:

- (1) The nature of the special conditions/restrictions;
- (2) The reason(s) for imposing them;
- (3) The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions; and
- (4) The method of requesting reconsideration of the conditions/ restrictions imposed.

**Subpart C-Post-Award Requirements  
Financial Administration**

**Sec. 18.20 Standards for financial management systems.**

(a) A State must expand and account for grant funds in accordance with State laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the State, as well as its sub grantees and cost-type contractors, must be sufficient to-

- (1) Permit preparation of reports required by this part and the statutes authorizing the grant, and



- (2) Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.
- (b) The financial management systems of other grantees and sub grantees must meet the following standards:
- (1) Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant or sub grant.
  - (2) Accounting records. Grantees and sub grantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.
  - (3) Internal control. Effective control and accountability must be maintained for all grant and sub grant cash, real and personal property, and other assets. Grantees and sub grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
  - (4) Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant or sub grant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant or sub grant agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.
  - (5) Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant and sub grant agreements will be followed in determining the reasonableness, allowability, and allocability of costs.
  - (6) Source documentation. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and sub grant award documents, etc.
  - (7) Cash management. Procedures for minimizing the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by grantees and sub grantees must be followed whenever advance payment procedures are used. Grantees must establish reasonable procedures to ensure the receipt of reports on sub grantees' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. When advances are made by letter-of-credit or electronic transfer of funds methods, the grantee must make

drawdowns as close as possible to the time of making disbursements. Grantees must monitor cash drawdowns by their sub grantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees.

(c) An awarding agency may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

(d) Certain Urban Mass Transportation Administration (UMTA) grantees shall comply with the requirements of section 15 of the Urban Mass Transportation (UMT) Act of 1964, as amended, as implemented by 49 CFR part 630, regarding a uniform system of accounts and records and a uniform reporting system for certain grantees. [53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8086, Mar. 11, 1988]

#### **Sec. 18.21 Payment.**

(a) Scope. This section prescribes the basic standard and the methods under which a Federal agency will make payments to grantees, and grantees will make payments to sub grantees and contractors.

(b) Basic standard. Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or sub grantee, in accordance with Treasury regulations at 31 CFR part 205.

(c) Advances. Grantees and sub grantees shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or sub grantee.

(d) Reimbursement. Reimbursement shall be the preferred method when the requirements in paragraph (c) of this section are not met. Grantees and sub grantees may also be paid by reimbursement for any construction grant. Except as otherwise specified in regulation, Federal agencies shall not use the percentage of completion method to pay construction grants. The grantee or sub grantee may use that method to pay its construction contractor, and if it does, the awarding agency's payments to the grantee or sub grantee will be based on the grantee's or sub grantee's actual rate of disbursement.

(e) Working capital advances. If a grantee cannot meet the criteria for advance payments described in paragraph (c) of this section, and the Federal agency has determined that reimbursement is not feasible because the grantee lacks sufficient working capital, the awarding agency may provide cash or a working capital advance basis. Under this procedure the awarding agency shall advance cash to the grantee to cover its estimated disbursement needs for an initial period generally geared to the grantee's disbursing

cycle. Thereafter, the awarding agency shall reimburse the grantee for its actual cash disbursements. The working capital advance method of payment shall not be used by grantees or sub grantees if the reason for using such method is the unwillingness or inability of the grantee to provide timely advances to the sub grantee to meet the sub grantee's actual cash disbursements.

(f) Effect of program income, refunds, and audit recoveries on payment.

(1) Grantees and sub grantees shall disburse repayments to and interest earned on a revolving fund before requesting additional cash payments for the same activity.

(2) Except as provided in paragraph (f) (1) of this section, grantees and sub grantees shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments.

(g) Withholding payments.

(1) Unless otherwise required by Federal statute, awarding agencies shall not withhold payments for proper charges incurred by grantees or sub grantees unless—

(i) The grantee or sub grantee has failed to comply with grant award conditions or

(ii) The grantee or sub grantee is indebted to the United States.

(2) Cash withheld for failure to comply with grant award condition, but without suspension of the grant, shall be released to the grantee upon subsequent compliance. When a grant is suspended, payment adjustments will be made in accordance with Sec. 18.43(c).

(3) A Federal agency shall not make payment to grantees for amounts that are withheld by grantees or sub grantees from payment to contractors to assure satisfactory completion of work. Payments shall be made by the Federal agency when the grantees or sub grantees actually disburse the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(h) Cash depositories.

(1) Consistent with the national goal of expanding the opportunities for minority business enterprises, grantees and sub grantees are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members). A list of minority owned banks can be obtained from the Minority Business Development Agency, Department of Commerce, Washington, DC 20230.

(2) A grantee or sub grantee shall maintain a separate bank account only when required by Federal-State agreement.

(i) Interest earned on advances. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et

seq.) and the Indian Self Determination Act (23 U.S.C. 450), grantees and sub grantees shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The grantee or sub grantee may keep interest amounts up to \$100 per year for administrative expenses.

(j) 23 U.S.C. 121 limits payments to States for highway construction projects to the Federal share of the costs of construction incurred to date, plus the Federal share of the value of stockpiled materials.

(k) Section 404 of the Surface Transportation Assistance Act of 1982 directs the Secretary to reimburse States for the Federal share of costs incurred. [53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8086, Mar. 11, 1988]

**Sec. 18.22 Allowable costs.**

(a) Limitation on use of funds. Grant funds may be used only for:

- (1) The allowable costs of the grantees, sub grantees and cost-type contractors, including allowable costs in the form of payments to fixed-price contractors; and
- (2) Reasonable fees or profit to cost-type contractors but not any fee or profit (or other increment above allowable costs) to the grantee or sub grantee.

(b) Applicable cost principles. For each kind of organization, there is a set of Federal principles for determining allowable costs. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. The following chart lists the kinds of organizations and the applicable cost principles.

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For the costs of a- State, local or Indian tribal government...	Use the principles in- OMB Circular A-87. OMB Circular A-122.
Private nonprofit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-21. 48 CFR part 31. Contract Cost Principles and Procedures, or uniform cost accounting
Educational institutions.....	standards that comply with cost principles acceptable to the Federal agency.
For-profit organization other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular.	

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(c) The overhead cost principles of OMB Circular A-87 shall not apply to State highway agencies for FHWA funded grants.

(d) Sections 3(1) and 9(p) of the UMT Act of 1964, as amended, authorize the Secretary to include in the net project cost eligible for Federal assistance, the amount of interest earned and payable on bonds issued by the State or local public body to the extent that the proceeds of such bonds have actually been expended in carrying out such project or portion thereof. Limitations are established in sections 3 and 9 of the UMT Act of 1964, as amended.

(e) Section 9 of the UMT Act of 1964, as amended, authorizes grants to finance the leasing of facilities and equipment for use in mass transportation services provided leasing is more cost effective than acquisition or construction.

**[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8086, Mar. 11, 1988]**

**Sec. 18.23 Period of availability of funds.**

(a) General. Where a funding period is specified, a grantee may charge to the award only costs resulting from obligations of the funding period unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period.

(b) Liquidation of obligations. A grantee must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period (or as specified in a program regulation) to coincide with the submission of the annual Financial Status Report (SF-269). The Federal agency may extend this deadline at the request of the grantee.

**Sec. 18.24 Matching or cost sharing.**

(a) Basic rule: Costs and contributions acceptable. With the qualifications and exceptions listed in paragraph (b) of this section, a matching or cost sharing requirement may be satisfied by either or both of the following:

(1) Allowable costs incurred by the grantee, sub grantee or a cost-type contractor under the assistance agreement. This includes allowable costs borne by non-Federal grants or by others cash donations from non-Federal third parties.

(2) The value of third party in-kind contributions applicable to the period to which the cost sharing or matching requirements applies.

(b) Qualifications and exceptions—

(1) Costs borne by other Federal grant agreements. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant. This prohibition does not apply to income earned by a grantee or sub grantee from a contract awarded under another Federal grant.

(2) General revenue sharing. For the purpose of this section, general revenue sharing funds distributed under 31 U.S.C. 6702 are not considered Federal grant funds.

(3) Cost or contributions counted towards other Federal costs-sharing requirements. Neither costs nor the values of third party in-kind contributions may count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other award of Federal funds.

(4) Costs financed by program income. Costs financed by program income, as defined in Sec. 18.25, shall not count towards satisfying a cost sharing or matching requirement unless they are expressly permitted in the terms of the assistance agreement. (This use of general program income is described in Sec. 18.25(g).)

(5) Services or property financed by income earned by contractors. Contractors under a grant may earn income from the activities carried out under the contract in addition to the amounts earned from the party awarding the contract. No costs of services or property supported by this income may count toward satisfying a cost sharing or matching requirement unless other provisions of the grant agreement expressly permit this kind of income to be used to meet the requirement.

(6) Records. Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and sub grantee or cost-type contractors. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization uses to support the allocability of regular personnel costs.

(7) Special standards for third party in-kind contributions.

(i) Third party in-kind contributions count towards satisfying a cost sharing or matching requirement only where, if the party receiving the contributions were to pay for them, the payments would be allowable costs.

(ii) Some third party in-kind contributions are goods and services that, if the grantee, sub grantee, or contractor receiving the contribution had to pay for

them, the payments would have been an indirect costs. Costs sharing or matching credit for such contributions shall be given only if the grantee, sub grantee or

**Sec. 18.24 Matching or cost sharing. (Continued)**

contractor has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of the contributions.

(iii) A third party in-kind contribution to a fixed-price contract may count towards satisfying a cost sharing or matching requirement only if it results in:

(A) An increase in the services or property provided under the contract (without additional cost to the grantee or sub grantee) or

(B) A cost savings to the grantee or sub grantee.

(iv) The values placed on third party in-kind contributions for cost sharing or matching purposes will conform to the rules in the succeeding sections of this part. If a third party in-kind contribution is a type not treated in those sections, the value placed upon it shall be fair and reasonable.

(8) 23 U.S.C. 121(a) permits reimbursement for actual construction cost incurred by States for highway construction projects. Except for private donations of right-of-way, contributions and donations shall not be considered State costs, and shall not be allowable for matching purposes for highway construction contracts. 23 U.S.C. 323 permits private donations of right-of-way to be used for a State's matching share, and establishes procedures for determining the fair market value of such donated right-of-way.

(9) Section 4(a) of the UMT Act of 1964, as amended, provides that the Federal grant for any project to be assisted under section 3 of the UMT Act of 1964, as amended, shall be in an amount equal to 75 percent of the net project costs. Net project cost is defined as that portion of the cost of the project which cannot be reasonably financed from revenues.

(10) Section 18(e) of the UMT Act of 1964, as amended, limits the Federal share to 80 percent of the net cost of construction, as determined by the Secretary of Transportation. The Federal share for the payment of subsidies for operating expenses, as defined by the Secretary, shall not exceed 50 percent of the net cost of such operating expense projects.

(c) Valuation of donated services—

(1) Volunteer services. Unpaid services provided to a grantee or sub grantee by individuals will be valued at rates consistent with those ordinarily paid for similar

work in the grantee's or sub grantee's organization. If the grantee or sub grantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation. Employees of other organizations. When an employer other than a grantee, sub grantee, or cost-type contractor furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs. If the services are in a different line of work, paragraph (c)(1) of this section applies.

(3) Section 5(g) of the Department of Transportation Act (49 U.S.C. 1654(g)) limits in-kind service contributions under the local Rail Service Assistance Program to "the cash equivalent of State salaries for State public employees working in the State rail assistance program, but not including overhead and general administrative costs."

d) Valuation of third party donated supplies and loaned equipment or space.

(1) If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation.

(2) If a third party donates the use of equipment or space in a building but retains title, the contribution will be valued at the fair rental rate of the equipment or space.

(e) Valuation of third party donated equipment, buildings, and land.

If a third party donates equipment, buildings, or land, and title passes to a grantee or sub grantee, the treatment of the donated property will depend upon the purpose of the grant or sub grant, as follows:

(1) Awards for capital expenditures. If the purpose of the grant or sub grant is to assist the grantee or sub grantee in the acquisition of property, the market value of that property at the time of donation may be counted as cost sharing or matching;

(2) Other awards. If assisting in the acquisition of property is not the purpose of the grant or sub grant, paragraphs (e)(2)(i) and (ii) of this section apply:

(i) If approval is obtained from the awarding agency, the market value at the time of donation of the donated equipment or buildings and the fair rental rate of the donated land may be counted as cost sharing or matching. In the case of a sub grant, the terms of the grant agreement may require



that the approval be obtained from the Federal agency as well as the grantee. In all cases, the approval may be given only if a purchase of the equipment or rental of the land would be approved as an allowable direct cost. If any part of the donated property was acquired with Federal funds, only the non-federal share of the property may be counted as cost sharing or matching.

(ii) If approval is not obtained under paragraph (e)(2)(i) of this section, no amount may be counted for donated land, and only depreciation or use allowances may be counted for donated equipment and buildings. The depreciation or use allowances for this property are not treated as third party in-kind contributions. Instead, they are treated as costs incurred by the grantee or sub grantee. They are computed and allocated (usually as indirect costs) in accordance with the cost principles specified in Sec. 18.22, in the same way as depreciation or use allowances for purchased equipment and buildings. The amount of depreciation or use allowances for donated equipment and buildings is based on the property's market value at the time it was donated.

(f) Valuation of grantee or sub grantee donated real property for construction/acquisition. If a grantee or sub grantee donates real property for a construction or facilities acquisition project, the current market value of that property may be counted as cost sharing or matching. If any part of the donated property was acquired with Federal funds, only the non-federal share of the property may be counted as cost sharing or matching.

(g) Appraisal of real property. In some cases under paragraphs (d), (e) and (f) of this section, it will be necessary to establish the market value of land or a building or the fair rental rate of land or of space in a building. In these cases, the Federal agency may require the market value or fair rental value be set by an independent appraiser, and that the value or rate be certified by the grantee. This requirement will also be imposed by the grantee on sub grantees.

**[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8086, Mar. 11, 1988]**

**Sec. 18.25 Program income.**

(a) General. Grantees are encouraged to earn income to defray program costs. Program income includes income from fees for services performed, from the use or rental of real

or personal property acquired with grant funds, from the sale of commodities or items fabricated under a grant agreement, and from payments of principal and interest on loans made with grant funds. Except as otherwise provided in regulations of the Federal agency, program income does not include interest on grant funds, rebates, credits, discounts, refunds, etc. and interest earned on any of them.

(b) Definition of program income.

Program income means gross income received by the grantee or sub grantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

(c) Cost of generating program income. If authorized by Federal regulations or the grant agreement, costs incident to the generation of program income may be deducted from gross income to determine program income.

(d) Governmental revenues. Taxes, special assessments, levies, fines, and other such revenues raised by a grantee or sub grantee are not program income unless the revenues are specifically identified in the grant agreement or Federal agency regulations as program income.

(e) Royalties. Income from royalties and license fees for copyrighted material, patents, and inventions developed by a grantee or sub grantee is program income only if the revenues are specifically identified in the grant agreement or Federal agency regulations as program income. (See Sec. 18.34.)

(f) Property. Proceeds from the sale of real property or equipment will be handled in accordance with the requirements of Secs. 18.31 and 18.32.

(g) Use of program income. Program income shall be deducted from outlays which may be both Federal and non-Federal as described below, unless the Federal agency regulations or the grant agreement specify another alternative (or a combination of the alternatives). In specifying alternatives, the Federal agency may distinguish between income earned by the grantee and income earned by sub grantees and between the sources, kinds, or amounts of income. When Federal agencies authorize the alternatives in paragraphs (g) (2) and (3) of this section, program income in excess of any limits stipulated shall also be deducted from outlays.

(1) Deduction. Ordinarily program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless the Federal agency authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the Federal agency and grantee contributions rather than to increase the funds committed to the project.

(2) Addition. When authorized, program income may be added to the funds committed to the grant agreement by the Federal agency and the grantee. The program income shall be used for the purposes and under the conditions of the grant agreement.

(3) Cost sharing or matching. When authorized, program income may be used to meet the cost sharing or matching requirement of the grant agreement. The amount of the Federal grant award remains the same.

(4) Section 3(a)(1)(D) of the UMT Act of 1964, as amended, provides that the Secretary shall establish requirements for the use of income derived from appreciated land values for certain UMTA grants. Specific requirements shall be contained in grant agreements.

(5) UMTA grantees may retain program income for allowable capital or operating expenses.

(6) For grants awarded under section 9 of the UMT Act of 1964, as amended, any revenues received from the sale of advertising and concessions in excess of fiscal year 1985 levels shall be excluded from program income.

(7) 23 U.S.C. 156 requires that States shall charge fair market value for the sale, lease, or use of right-of-way airspace for non-transportation purposes and that such income shall be used for projects eligible under 23 U.S.C.

(h) Income after the award period. There are no Federal requirements governing the disposition of program income earned after the end of the award period (i.e., until the ending date of the final financial report, see paragraph (a) of this section), unless the terms of the agreement or the Federal agency regulations provide otherwise.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988]

#### **Sec. 18.26 Non-Federal audits.**

(a) Basic rule. Grantees and sub grantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

(b) Sub grantees. State or local governments, as those terms are defined for purposes of the Single Audit Act Amendments of 1996, that provide Federal awards to a sub grantee, which expends \$300,000 or more (or other amount as

specified by OMB) in Federal awards in a fiscal year, shall:

- (1) Determine whether State or local sub grantees have met the audit requirements of the Act and whether sub grantees covered by OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," have met the audit requirements of the Act. Commercial contractors (private for-profit and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. State and local governments should use their own procedures to ensure that the contractor has complied with laws and regulations affecting the expenditure of Federal funds;
- (2) Determine whether the sub grantee spent Federal assistance funds provided in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the sub grantee made in accordance with the Act, Circular A-110, or through other means (e.g., program reviews) if the sub grantee has not had such an audit;
- (3) Ensure that appropriate corrective action is taken within six months after receipt of the audit report in instance of noncompliance with Federal laws and regulations;
- (4) Consider whether sub grantee audits necessitate adjustment of the grantee's own records; and
- (5) Require each sub grantee to permit independent auditors to have access to the records and financial statements.

(c) Auditor selection. In arranging for audit services, Sec. 18.36 shall be followed.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 61 FR 21387, May 10, 1996; 62 FR 45939, 45947, Aug. 29, 1997]

#### **Changes, Property, and Sub Awards**

##### **Sec. 18.30 Changes.**

(a) General. Grantees and sub grantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, unless waived by the awarding agency, certain types of post-award changes in budgets and projects shall require the prior written approval of the awarding agency.

(b) Relation to cost principles. The applicable cost principles (see Sec. 18.22) contain requirements for prior approval of certain types of costs. Except where waived, those requirements apply to all grants and sub grants even if paragraphs (c) through (f) of this section do not.

(c) Budget changes—

(1) Non-construction projects. Except as stated in other regulations or an award document, grantees or sub grantees shall obtain the prior approval of the awarding agency whenever any of the following changes is anticipated under a non construction award:

(i) Any revision which would result in the need for additional funding.

(ii) Unless waived by the awarding agency, cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.

(iii) Transfer of funds allotted for training allowances (i.e., from direct payments to trainees to other expense categories).

(2) Construction projects. Grantees and sub grantees shall obtain prior written approval for any budget revision which would result in the need for additional funds.

(3) Combined construction and non-construction projects. When a grant or sub grant provides funding for both construction and non-construction activities, the grantee or sub grantee must obtain prior written approval from the awarding agency before making any fund or budget transfer from non-construction to construction or vice versa.

(d) Programmatic changes. Grantees or sub grantees must obtain the prior approval of the awarding agency whenever any of the following actions is anticipated:

(1) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).

(2) Need to extend the period of availability of funds.

(3) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.

(4) Under non-construction projects, contracting out, sub granting (if authorized by law) or otherwise obtaining the services of a third party to perform activities which are central to the purposes of the award. This approval requirement is in addition to the approval requirements of Sec. 18.36 but does not apply

to the procurement of equipment, supplies, and general support services.

(e) Additional prior approval requirements. The awarding agency may not require prior approval for any budget revision which is not described in paragraph (c) of this section.

(f) Requesting prior approval.

(1) A request for prior approval of any budget revision will be in the same budget form as the grantee used in its application and shall be accompanied by a narrative justification for the proposed revision.

(2) A request for a prior approval under the applicable Federal cost principles (see Sec. 18.22) may be made by letter.

(3) A request by a sub grantee for prior approval will be addressed in writing to the grantee. The grantee will promptly review such request and shall approve or disapprove the request in writing. A grantee will not approve any budget or project revision which is inconsistent with the purpose or terms and conditions of the Federal grant to the grantee. If the revision, requested by the sub grantee would result in a change to the grantee's approved project which requires Federal prior approval, the grantee will obtain the Federal agency's approval before approving the sub grantee's request.

### **Sec. 18.31 Real property.**

(a) Title. Subject to the obligations and conditions set forth in this section, title to real property acquired under a grant or sub grant will vest upon acquisition in the grantee or sub grantee respectively.

(b) Use. Except as otherwise provided by Federal statutes, real property will be used for the originally authorized purposes as long as needed for that purposes, and the grantee or sub grantee shall not dispose of or encumber its title or other interests.

(c) Disposition. When real property is no longer needed for the originally authorized purpose, the grantee or sub grantee will request disposition instructions from the awarding agency. The instructions will provide for one of the following alternatives:

(1) Retention of title. Retain title after compensating the awarding agency. The amount paid to the awarding agency will be computed by applying the awarding agency's percentage of participation in the cost of the original purchase to the fair market value of the property. However, in those situations where a grantee or sub grantee is disposing of real property acquired with grant funds and acquiring replacement real property

under the same program, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sale of property. Sell the property and compensate the awarding agency. The amount due to the awarding agency will be calculated by applying the awarding agency's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When a grantee or sub grantee is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer of title. Transfer title to the awarding agency or to a third-party designated/approved by the awarding agency. The grantee or sub grantee shall be paid an amount calculated by applying the grantee or sub grantee's percentage of participation in the purchase of the real property to the current fair market value of the property.

(d) If the conditions in 23 U.S.C. 103(e) (5), (6), or (7), as appropriate, are met and approval is given by the Secretary, States shall not be required to repay the Highway Trust Fund for the cost of right-of-way and other items when certain segments of the Interstate System are withdrawn.

**[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988]**

**Sec. 18.32 Equipment.**

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or sub grant will vest upon acquisition in the grantee or sub grantee respectively.

(b) States. A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other grantees and sub grantees will follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment shall be used by the grantee or sub grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

(2) The grantee or sub grantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in Sec. 18.25(a) to earn program income, the grantee or sub grantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute. (4) When acquiring replacement equipment, the grantee or sub grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or sub grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a grant or sub grant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:



(1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

(2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

(3) In cases where a grantee or sub grantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub grantee to take excess and disposition actions.

(f) Federal equipment. In the event a grantee or sub grantee is provided federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) Grantees or sub grantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or sub grantee will request disposition instructions from the Federal agency.

(g) Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

(1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow Sec. 18.32(e).

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

### **Sec. 18.33 Supplies.**

(a) Title. Title to supplies acquired under a grant or sub grant will vest, upon acquisition, in the grantee or sub grantee respectively.

(b) Disposition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the grantee or sub grantee shall compensate the awarding agency for its share.

**Sec. 18.34 Copyrights.**

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (a) The copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and
- (b) Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.

**Sec. 18.35 Sub awards to debarred and suspended parties.**

Grantees and sub grantees must not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**Sec. 18.36 Procurement.**

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub grantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and sub grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and sub grantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and sub grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,  
(ii) Any member of his immediate family,  
(iii) His or her partner, or  
(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and sub grantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and sub grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and sub grantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and sub grantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and sub grantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and sub grantees will maintain records sufficient to detail the significant history of a procurement. These records will

include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and sub grantees will use time and material type contracts only—

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and sub grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub grantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or sub grantee unless the matter is primarily a Federal concern.

Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and sub grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and sub grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or sub grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or sub grantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 18.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding, (iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and

describing the performance of other relevant requirements of the procurement, and  
(vii) Any arbitrary action in the procurement process.

(2) Grantees and sub grantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and  
(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and sub grantees will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and sub grantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed—

(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 18.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

## Sec. 18.36 Procurement.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(d) Methods of procurement to be followed. (Continued)

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and sub grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and sub grantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

**Sec. 18.36 Procurement.**

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and sub grantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e) (2) (i) through (v) of this section.

(f) Contract cost and price.

(1) Grantees and sub grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when



adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and sub grantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 18.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and sub grantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or sub grantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and sub grantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or sub grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or sub grantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or sub grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or sub grantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or sub grantee that it is complying with these standards. A grantee or sub grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions. A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C.

874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub grants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub grantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and sub grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub grants of amounts in excess of \$100,000)
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
- (j) 23 U.S.C. 112(a) directs the Secretary to require recipients of highway construction grants to use bidding methods that are "effective in securing competition." Detailed construction contracting procedures are contained in 23 CFR part 635, subpart A.
- (k) Section 3(a)(2)(C) of the UMT Act of 1964, as amended, prohibits the use of grant or loan funds to support procurements utilizing exclusionary or discriminatory specifications.
- (l) 46 U.S.C. 1241(b)(1) and 46 CFR part 381 impose cargo preference requirements on the shipment of foreign made goods.
- (m) Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1601, section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR parts 660 and 661 impose Buy America provisions on the procurement of foreign products and materials.
- (n) Section 105(f) of the Surface Transportation Assistance Act of 1982, section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of

1987, and 49 CFR part 23 impose requirements for the participation of disadvantaged business enterprises.

(o) Section 308 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1068(b)(2), authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate.

(p) 23 U.S.C. 112(b) provides for an exemption to competitive bidding requirements for highway construction contracts in emergency situations.

(q) 23 U.S.C. 112 requires concurrence by the Secretary before highway construction contracts can be awarded, except for projects authorized under the provisions of 23 U.S.C. 171.

(r) 23 U.S.C. 112(e) requires standardized contract clauses concerning site conditions, suspension or work, and material changes in the scope of the work for highway construction contracts.

(s) 23 U.S.C. 140(b) authorizes the preferential employment of Indians on Indian Reservation road projects and contracts.

(t) FHWA, UMTA, and Federal Aviation Administration (FAA) grantees and sub grantees shall extend the use of qualifications-based (e.g., architectural and engineering services) contract selection procedures to certain other related areas and shall award such contracts in the same manner as Federal contracts for architectural and engineering services are negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, or equivalent State (or airport sponsor for FAA) qualifications-based requirements. For FHWA and UMTA programs, this provision applies except to the extent that a State adopts or has adopted by statute a formal procedure for the procurement of such services.

**[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988; 60 FR 19639, 19647, Apr. 19, 1995]**

**Sec. 18.37 Sub grants.**

(a) States. States shall follow state law and procedures when awarding and administering sub grants (whether on a cost reimbursement or fixed amount basis) of financial assistance to local and Indian tribal governments. States shall:

(1) Ensure that every sub grant includes any clauses required by Federal statute and executive orders and their implementing regulations;

(2) Ensure that sub grantees are aware of requirements imposed upon them by Federal statute and regulation;

(3) Ensure that a provision for compliance with Sec. 18.42 is placed in every cost reimbursement sub grant; and

(4) Conform any advances of grant funds to sub grantees substantially to the same standards of timing and amount that apply to cash advances by Federal agencies.

(b) All other grantees. All other grantees shall follow the provisions of this part which are applicable to awarding agencies when awarding and administering sub grants (whether on a cost reimbursement or fixed amount basis) of financial assistance to local and Indian tribal governments. Grantees shall:

(1) Ensure that every sub grant includes a provision for compliance with this part;

(2) Ensure that every sub grant includes any clauses required by Federal statute and executive orders and their implementing regulations; and

(3) Ensure that sub grantees are aware of requirements imposed upon them by Federal statutes and regulations.

(c) Exceptions. By their own terms, certain provisions of this part do not apply to the award and administration of sub grants:

(1) Section 18.10;

(2) Section 18.11;

(3) The letter-of-credit procedures specified in Treasury Regulations at 31 CFR part 205, cited in Sec. 18.21; and

(4) Section 18.50.

## **Reports, Records, Retention, and Enforcement**

### **Sec. 18.40 Monitoring and reporting program performance.**

(a) Monitoring by grantees. Grantees are responsible for managing the day-to-day operations of grant and sub grant supported activities. Grantees must monitor grant and sub grant supported activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity.

(b) Non-construction performance reports. The Federal agency may, if it decides that performance information available from subsequent applications contains sufficient information to meet its programmatic needs, require the grantee to submit a performance report only upon expiration or termination of grant support. Unless waived by the Federal agency this report will be due on the same date as the final Financial Status Report.

(b) Non-construction performance reports. (Continued)

(1) Grantees shall submit annual performance reports unless the awarding agency requires quarterly or semi-annual reports. However, performance reports will not be required more frequently than quarterly. Annual reports shall be due 90 days after the grant year, quarterly or semi-annual reports shall be due 30 days after the reporting period. The final performance report will be due 90 days after the expiration or termination of grant support. If a justified request is submitted by a grantee, the Federal agency may extend the due date for any performance report. Additionally, requirements for unnecessary performance reports may be waived by the Federal agency.

(2) Performance reports will contain, for each grant, brief information on the following:

(i) A comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required if that information will be useful.

(ii) The reasons for slippage if established objectives were not met.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(3) Grantees will not be required to submit more than the original and two copies of performance reports.

(4) Grantees will adhere to the standards in this section in prescribing performance reporting requirements for sub grantees.

(c) Construction performance reports. For the most part, on-site technical inspections and certified percentage-of-completion data are relied on heavily by Federal agencies to

monitor progress under construction grants and sub grants. The Federal agency will require additional formal performance reports only when considered necessary, and never more frequently than quarterly.

(1) Section 12(h) of the UMT Act of 1964, as amended, requires pre-award testing of new buses models.

(2) [Reserved]

(d) Significant developments. Events may occur between the scheduled performance reporting dates which have significant impact upon the grant or sub grant supported activity. In such cases, the grantee must inform the Federal agency as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

(e) Federal agencies may make site visits as warranted by program needs.

(f) Waivers, extensions.

(1) Federal agencies may waive any performance report required by this part if not needed.

(2) The grantee may waive any performance report from a sub grantee when not needed. The grantee may extend the due date for any performance report from a sub grantee if the grantee will still be able to meet its performance reporting obligations to the Federal agency.

**[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988]Sec. 18.41 Financial Reporting.**

(a) General.

(1) Except as provided in paragraphs (a) (2) and (5) of this section, grantees will use only the forms specified in paragraphs (a) through (e) of this section, and such supplementary or other forms as may from time to time be authorized by OMB, for:

(i) Submitting financial reports to Federal agencies,  
or

(ii) Requesting advances or reimbursements when letters of credit are not used.

(2) Grantees need not apply the forms prescribed in this section in dealing with their sub grantees.



However, grantees shall not impose more burdensome requirements on sub grantees.

(3) Grantees shall follow all applicable standard and supplemental Federal agency instructions approved by OMB to the extent required under the Paperwork Reduction Act of 1980 for use in connection with forms specified in paragraphs (b) through (e) of this section. Federal agencies may issue substantive supplementary instructions only with the approval of OMB. Federal agencies may shade out or instruct the grantee to disregard any line item that the Federal agency finds unnecessary for its decision making purposes.

(4) Grantees will not be required to submit more than the original and two copies of forms required under this part.

(5) Federal agencies may provide computer outputs to grantees to expedite or contribute to the accuracy of reporting. Federal agencies may accept the required information from grantees in machine usable format or computer printouts instead of prescribed forms.

(6) Federal agencies may waive any report required by this section if not needed.

(7) Federal agencies may extend the due date of any financial report upon receiving a justified request from a grantee.

(b) Financial Status Report—

(1) Form. Grantees will use Standard Form 269 or 269A, Financial Status Report, to report the status of funds for all non-construction grants and for construction grants when required in accordance with Sec. 18.41(e)(2)(iii).

(2) Accounting basis. Each grantee will report program outlays and program income on a cash or accrual basis as prescribed by the awarding agency. If the Federal agency requires accrual information and the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system but shall develop such accrual information through and analysis of the documentation on hand.

(3) Frequency. The Federal agency may prescribe the frequency of the report for each project or program. However, the report will not be required more frequently than quarterly. If the Federal agency does not specify the frequency of the report, it will be submitted annually. A final report will be required upon expiration or termination of grant support.

(4) Due date. When reports are required on a quarterly or semiannual basis, they will be due 30 days after the reporting period. When required on an annual basis, they will be due 90 days after the grant year. Final reports will be due 90 days after the expiration or termination of grant support.

(c) Federal Cash Transactions Report—

(1) Form.

(i) For grants paid by letter or credit, Treasury check advances or electronic transfer of funds, the grantee will submit the Standard Form 272, Federal Cash Transactions Report, and when necessary, its continuation sheet, Standard Form 272a, unless the terms of the award exempt the grantee from this requirement.

(ii) These reports will be used by the Federal agency to monitor cash advanced to grantees and to obtain disbursement or outlay information for each grant from grantees. The format of the report may be adapted as appropriate when reporting is to be accomplished with the assistance of automatic data processing equipment provided that the information to be submitted is not changed in substance.

(2) Forecasts of Federal cash requirements. Forecasts of Federal cash requirements may be required in the "Remarks" section of the report.

(3) Cash in hands of sub grantees. When considered necessary and feasible by the Federal agency, grantees may be required to report the amount of cash advances in excess of three days needs in the hands of their sub grantees or contractors and to provide short narrative explanations of actions taken by the grantee to reduce the excess balances.

(4) Frequency and due date. Grantees must submit the report no later than 15 working days following the end of each quarter. However, where an advance either by letter of credit or electronic transfer of funds is authorized at an annualized rate of one million dollars or more, the Federal agency may require the report to be submitted within 15 working days following the end of each month.

(d) Request for advance or reimbursement—

(1) Advance payments. Requests for Treasury check advance payments will be submitted on Standard Form 270, Request for Advance or Reimbursement. (This form will not be used for draw downs under a letter of credit, electronic funds transfer or when Treasury check advance

payments are made to the grantee automatically on a predetermined basis.)

(2) Reimbursements. Requests for reimbursement under non-construction grants will also be submitted on Standard Form 270. (For reimbursement requests under construction grants, see paragraph (e)(1) of this section.)

(3) The frequency for submitting payment requests is treated in Sec.18.41 (b)(3).

(e) Outlay report and request for reimbursement for construction programs.

(1) Grants that support construction activities paid by reimbursement method.

(i) Requests for reimbursement under construction grants will be submitted on Standard Form 271, Outlay Report and Request for Reimbursement for Construction Programs. Federal agencies may, however, prescribe the Request for Advance or Reimbursement form, specified in Sec. 18.41(d), instead of this form.

(ii) The frequency for submitting reimbursement requests is treated in Sec. 18.41(b)(3).

(2) Grants that support construction activities paid by letter of credit, electronic funds transfer or Treasury check advance.

(i) When a construction grant is paid by letter of credit, electronic funds transfer or Treasury check advances, the grantee will report its outlays to the Federal agency using Standard Form 271, Outlay Report and Request for Reimbursement for Construction Programs.

The Federal agency will provide any necessary special instruction. However, frequency and due date shall be governed by Sec. 18.41(b)(3) and (4).

(ii) When a construction grant is paid by Treasury check advances based on periodic requests from the grantee, the advances will be requested on the form specified in Sec. 18.41(d).

(iii) The Federal agency may substitute the Financial Status Report specified in Sec. 18.41(b) for the Outlay Report and Request for Reimbursement for Construction Programs.

(3) Accounting basis. The accounting basis for the Outlay Report and Request for Reimbursement for Construction Programs shall be governed by Sec. 18.41(b)(2).

(f) Notwithstanding the provisions of paragraphs (a)(1) of this section, recipients of FHWA and National Highway Traffic Safety Administration (NHTSA) grants shall use FHWA, NHTSA or State financial reports.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988]

**Sec. 18.42 Retention and access requirements for records.**

(a) Applicability.

(1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or sub grantees which are:

- (i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or
- (ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 18.36(i)(10).

(b) Length of retention period.

(1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and sub grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or sub grantee

(c) Starting date of retention period—

(1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or sub grantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If

an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) Records for income transactions after grant or sub grant support. In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

(4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) Substitution of microfilm. Copies made by microfilming, photocopying, or similar methods may be substituted for original the records.

(e) Access to records—

(1) Records of grantees and sub grantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) Expiration of right of access. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) Restrictions on public access. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and sub grantees are not required to permit public access to their records.

#### **Sec. 18.43 Enforcement.**

(a) Remedies for noncompliance. If a grantee or sub grantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or sub grantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or sub grantee's program,
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

(b) Hearings, appeals. In taking an enforcement action, the awarding agency will provide the grantee or sub grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or sub grantee is entitled under any statute or regulation applicable to the action involved.

(c) Effects of suspension and termination. Costs of grantee or sub grantee resulting from obligations incurred by the grantee or sub grantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or sub grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- (1) The costs result from obligations which were properly incurred by the grantee or sub grantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable, and,
- (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or sub grantee from being subject to "Debarment and Suspension" under E.O. 12549 (see Sec. 18.35).

#### **Sec. 18.44 Termination for convenience.**

Except as provided in Sec. 18.43 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or sub grantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or sub grantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either Sec. 18.43 or paragraph (a) of this section.

#### **Subpart D-After-The-Grant Requirements**

#### **Sec. 18.50 Closeout.**

(a) General. The Federal agency will close out the award when it determines that all applicable administrative actions and all required work of the grant has been completed.

(b) Reports. Within 90 days after the expiration or termination of the grant, the grantee must submit all financial, performance, and other reports required as a condition of the grant. Upon request by the grantee, Federal agencies may extend this timeframe. These may include but are not limited to:

- (1) Final performance or progress report.
- (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable).
- (3) Final request for payment (SF-270) (if applicable).
- (4) Invention disclosure (if applicable).
- (5) Federally-owned property report:

In accordance with Sec. 18.32(f), a grantee must submit an inventory of all federally owned property (as distinct from property acquired with grant funds) for which it is

accountable and request disposition instructions from the Federal agency of property no longer needed.

(c) Cost adjustment. The Federal agency will, within 90 days after receipt of reports in paragraph (b) of this section, make upward or downward adjustments to the allowable costs.

(d) Cash adjustments.

(1) The Federal agency will make prompt payment to the grantee for allowable reimbursable costs.

(2) The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

#### **Sec. 18.51 Later disallowances and adjustments.**

The closeout of a grant does not affect:

(a) The Federal agency's right to disallow costs and recover funds on the basis of a later audit or other review;

(b) The grantee's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

(c) Records retention as required in Sec. 18.42;

(d) Property management requirements in Secs. 18.31 and 18.32; and Audit requirements in Sec. 18.26.

#### **Sec. 18.52 Collection of amounts due.**

(a) Any funds paid to a grantee in excess of the amount to which the grantee is finally determined to be entitled under the terms of the award constitute a debt to the Federal Government. If not paid within a reasonable period after demand, the Federal agency may reduce the debt by:

(1) Making an administrative offset against other requests for reimbursements,

(2) Withholding advance payments otherwise due to the grantee, or

(3) Other action permitted by law.

(b) Except where otherwise provided by statutes or regulations, the Federal agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

#### **Subpart E—Entitlements [Reserved]**



## EXHIBIT C

### Appendix A to Part 96—Office of Management and Budget Circular No. A-128—Uniform Audit Requirements for State and Local Governments

EXECUTIVE OFFICE OF THE PRESIDENT, Office of Management and  
Budget,

CIRCULAR NO. A-128, April 12, 1985

To the Heads of Executive Departments and Establishments.  
Subject: Audits of State and Local Governments.

1. Purpose. This Circular is issued pursuant to the Single Audit Act of 1984, Pub. L. 98-502. It establishes audit requirements for State and local governments that receive Federal aid, and defines Federal responsibilities for implementing and monitoring those requirements.

2. Super session. The Circular supersedes Attachment P, "Audit Requirements," of Circular A-102, "Uniform requirements for grants to State and local governments."

3. Background. The Single Audit Act builds upon earlier efforts to improve audits of Federal aid programs. The Act requires State or local governments that receive \$100,000 or more a year in Federal funds to have an audit made for that year. Section 7505 of the Act requires the Director of the Office of Management and Budget to prescribe policies, procedures and guidelines to implement the Act. It specifies that the Director shall designate "cognizant" Federal agencies, determine criteria for making appropriate charges to Federal programs for the cost of audits, and provide procedures to assure that small firms or firms owned and controlled by disadvantaged individuals have the opportunity to participate in contracts for single audits.

4. Policy. The Single Audit Act requires the following:

a. State or local governments that receive \$100,000 or more a year in Federal financial assistance shall have an audit made in accordance with this Circular.

b. State or local governments that receive between \$25,000 and \$100,000 a year shall have an audit made in accordance with this Circular, or in accordance with Federal laws and regulations governing the programs they participate in.

c. State or local governments that receive less than \$25,000 a year shall be exempt from compliance with the Act and other Federal audit requirements. These State and local governments shall be governed by audit requirements prescribed by State or local law or regulation.

d. Nothing in this paragraph exempts State or local governments from maintaining records of Federal financial assistance or from providing access to such

records to Federal agencies, as provided for in Federal law or in Circular A-102, "Uniform requirements for grants to State or local governments."

5. Definitions. For the purposes of this Circular the following definitions from the Single Audit Act apply:
- a. Cognizant agency means the Federal agency assigned by the Office of Management and Budget to carry out the responsibilities described in paragraph 11 of this Circular.
  - b. Federal financial assistance means assistance provided by a Federal agency in the form of grants, contracts, cooperative agreements, loans, loan guarantees, property, interest subsidies, insurance, or direct appropriations, but does not include direct Federal cash assistance to individuals. It includes awards received directly from Federal agencies, or indirectly through other units of State and local governments.
  - c. Federal agency has the same meaning as the term agency in section 551(1) of title 5, U.S.C.
  - d. Generally accepted accounting principles has the meaning specified in the generally accepted government auditing standards.
  - e. Generally accepted government auditing standards means the Standards For Audit of Government Organizations, Programs, Activities, and Functions, developed by the Controller General, dated February 27, 1981.
  - f. Independent auditor means:
    - (1) A State or local government auditor who meets the independence standards specified in generally accepted government auditing standards; or
    - (2) A public accountant who meets such independence standards.
  - g. Internal controls means the plan of organization and methods and procedures adopted by management to ensure that:
    - (1) Resource use is consistent with laws, regulations, and policies;
    - (2) Resources are safeguarded against waste, loss, and misuse; and
    - (3) Reliable data is obtained, maintained, and fairly disclosed in reports.
  - h. Indian tribe means any Indian tribe, band, nations, or other organized group or community, including any Alaskan Native village or regional or village corporations (as defined in, or established under, the Alaskan Native Claims Settlement Act) that is recognized by the United States as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

i. Local government means any unit of local government within a State, including a county, a borough, municipality, city, town, township, parish, local public authority, special district, school district, intrastate district, council of governments, and any other instrumentality of local government.

j. Major Federal Assistance Program, as defined by Pub. L. 98-502, is described in the Attachment to this Circular.

k. Public accountants means those individuals who meet the qualification standards included in generally accepted government auditing standards for personnel performing government audits.

l. State means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and the Trust Territory of the Pacific Islands, any instrumentality thereof, and any multi-State, regional, or interstate entity that has governmental functions and any Indian tribe.

m. Sub-recipient means any person or government department, agency, or establishment that receives Federal financial assistance to carry out a program through a State or local government, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a direct recipient of Federal financial assistance.

6. Scope of Audit. The Single Audit Act provides that:

a. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.

b. The audit shall cover the entire operations of a State or local government or, at the option of that government, it may cover departments, agencies or establishments that received, expended, or otherwise administered Federal financial assistance during the year. However, if a State or local government receives \$25,000 or more in General Revenue Sharing Funds in a fiscal year, it shall have an audit of its entire operations. A series of audits of individual departments, agencies, and establishments for the same fiscal year may be considered a single audit.

c. Public hospitals and public colleges and universities may be excluded from State and local audits and the requirements of this Circular. However, if such entities are excluded, audits of these entities shall be made in accordance with statutory requirements and the provisions of Circular A-110, "Uniform requirements for

grants to universities, hospitals, and other nonprofit organizations."

d. The auditor shall determine whether:

(1) The financial statements of the government, department, agency or establishment present fairly its financial position and the results of its financial operations in accordance with generally accepted accounting principles;

(2) The organization has internal accounting and other control systems to provide reasonable assurance that it is managing Federal financial assistance programs in compliance with applicable laws and regulations; and

(3) The organization has complied with laws and regulations that may have material effect on its financial statements and on each major Federal assistance program.

7. Frequency of Audit. Audits shall be made annually unless the State or local government has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by governments that have an administrative policy calling for audits less frequent than annual, but only for fiscal years beginning before January 1, 1987.

8. Internal Control and Compliance Reviews. The Single Audit Act requires that the independent auditor determine and report on whether the organization has internal control systems to provide reasonable assurance that it is managing Federal assistance programs in compliance with applicable laws and regulations.

a. Internal control review. In order to provide this assurance the auditor must make a study and evaluation of internal control systems used in administering Federal assistance programs. The study and evaluation must be made whether or not the auditor intends to place reliance on such systems. As part of this review, the auditor shall:

(1) Test whether these internal control systems are functioning in accordance with prescribed procedures.

(2) Examine the recipient's system for monitoring sub-recipients and obtaining and acting on sub-recipient audit reports.

b. Compliance review. The law also requires the auditor to determine whether the organization has complied with laws and regulations that may have a material effect on each major Federal assistance program.

(1) In order to determine which major programs are to be tested for compliance, State and local governments shall identify in their accounts all

Federal funds received and expended and the programs under which they were received. This shall include funds received directly from Federal agencies and through other State and local governments.

(2) The review must include the selection and testing of a representative number of charges from each major Federal assistance program. The selection and testing of transactions shall be based on the auditor's professional judgment considering such factors as the amount of expenditures for the program and the individual awards; the newness of the program or changes in its conditions; prior experience with the program, particularly as revealed in audits and other evaluations (e.g., inspections, program reviews); the extent to which the program is carried out through sub-recipients; the extent to which the program contracts for goods or services; the level to which the program is already subject to program reviews or other forms of independent oversight; the adequacy of the controls for ensuring compliance; the expectation of adherence or lack of adherence to the applicable laws and regulations; and the potential impact of adverse findings.

(a) In making the test of transactions, the auditor shall determine whether:

- The amounts reported as expenditures were for allowable services, and
- The records show that those who received services or benefits were eligible to receive them.

(b) In addition to transaction testing, the auditor shall determine whether:

- Matching requirements, levels of effort and earmarking limitations were met,
- Federal financial reports and claims for advances and reimbursements contain information that is supported by the books and records from which the basic financial statements have been prepared, and
- Amounts claimed or used for matching were determined in accordance with OMB Circular A-87, "Cost principles for State and local governments," and Attachment F of Circular A-102, "Uniform requirements for grants to State and local governments."

(c) The principal compliance requirements of the largest Federal aid programs may be ascertained by referring to the Compliance Supplement for Single Audits of State and Local Governments, issued by OMB and available from the Government Printing Office. For those programs not covered in the Compliance Supplement, the auditor may

ascertain compliance requirements by researching the statutes, regulations, and agreements governing individual programs.

(2) Transactions related to other Federal assistance programs that are selected in connection with examinations of financial statements and evaluations of internal controls shall be tested for compliance with Federal laws and regulations that apply to such transactions.

9. Sub-recipients. State or local governments that receive Federal financial assistance and provide \$25,000 or more of it in a fiscal year to a sub-recipient shall:

a. Determine whether State or local sub-recipients have met the audit requirements of this Circular and whether sub-recipients covered by Circular A-110, "Uniform requirements for grants to universities, hospitals, and other nonprofit organizations," have met that requirement;

b. Determine whether the sub-recipient spent Federal assistance funds provided in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the sub-recipient made in accordance with this Circular, Circular A-110, or through other means (e.g., program reviews) if the sub-recipient has not yet had such an audit;

c. Ensure that appropriate corrective action is taken within six months after receipt of the audit report in instances of noncompliance with Federal laws and regulations;

d. Consider whether sub-recipient audits necessitate adjustment of the recipient's own records; and

e. Require each sub-recipient to permit independent auditors to have access to the records and financial statements as necessary to comply with this Circular.

10. Relation to Other Audit Requirements. The Single Audit Act provides that an audit made in accordance with this Circular shall be in lieu of any financial or financial compliance audit required under individual Federal assistance programs. To the extent that a single audit provides Federal agencies with information and assurances they need to carry out their overall responsibilities, they shall rely upon and use such information. However, a Federal agency shall make any additional audits which are necessary to carry out its responsibilities under Federal law and regulation. Any additional Federal audit effort shall be planned and carried out in such a way as to avoid duplication.

a. The provisions of this Circular do not limit the authority of Federal agencies to make, or contract for audits and evaluations of Federal financial assistance programs, nor do they limit the authority of any Federal agency Inspector General or other Federal audit official.

b. The provisions of this Circular do not authorize any State or local government or sub-recipient thereof to constrain Federal agencies, in any manner, from carrying out additional audits.

c. A Federal agency that makes or contracts for audits in addition to the audits made by recipients pursuant to this Circular shall, consistent with other applicable laws and regulations, arrange for funding the cost of such additional audits. Such additional audits include economy and efficiency audits, program results audits, and program evaluations.

11. Cognizant Agency Responsibilities. The Single Audit Act provides for cognizant Federal agencies to oversee the implementation of this Circular.

a. The Office of Management and Budget will assign cognizant agencies for States and their subdivisions and larger local governments and their subdivisions. Other Federal agencies may participate with an assigned cognizant agency, in order to fulfill the cognizance responsibilities. Smaller governments not assigned a cognizant agency will be under the general oversight of the Federal agency that provides them the most funds whether directly or indirectly.

b. A cognizant agency shall have the following responsibilities:

(1) Ensure that audits are made and reports are received in a timely manner and in accordance with the requirements of this Circular.

(2) Provide technical advice and liaison to State and local governments and independent auditors.

(3) Obtain or make quality control reviews of selected audits made by non-Federal audit organizations, and provide the results, when appropriate, to other interested organizations.

(4) Promptly inform other affected Federal agencies and appropriate Federal law enforcement officials of any reported illegal acts or irregularities. They should also inform State or local law enforcement and prosecuting authorities, if not advised by the recipient, of any violation of law within their jurisdiction.

(5) Advise the recipient of audits that have been found not to have met the requirements set forth in this Circular. In such instances, the recipient will be expected to work with the auditor to take corrective action. If corrective action is not taken, the cognizant agency shall notify the recipient and Federal awarding agencies of the facts and make recommendations for follow-up action. Major inadequacies or repetitive substandard performance of independent auditors

shall be referred to appropriate professional bodies for disciplinary action.

(6) Coordinate, to the extent practicable, audits made by or for Federal agencies that are in addition to the audits made pursuant to this Circular; so that the additional audits upon such audits.

(7) Oversee the resolution of audit findings that affect the programs of more than one agency.

12. Illegal Acts or Irregularities. If the auditor becomes aware of illegal acts or other irregularities, prompt notice shall be given to recipient management officials above the level of involvement. (See also paragraph 13(a)(3) below for the auditor's reporting responsibilities.) The recipient, in turn, shall promptly notify the cognizant agency of the illegal acts or irregularities and of proposed and actual actions, if any. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports, and misappropriations of funds or other assets.

13. Audit Reports. Audit reports must be prepared at the completion of the audit. Reports serve many needs of State and local governments as well as meeting the requirements of the Single Audit Act.

a. The audit report shall state that the audit was made in accordance with the provisions of this Circular. The report shall be made up of at least:

(1) The auditor's report on financial statements and on a schedule of Federal assistance; the financial statements; and a schedule of Federal assistance, showing the total expenditures for each Federal assistance program as identified in the Catalog of Federal Domestic Assistance. Federal programs or grants that have not been assigned a catalog number shall be identified under the caption "other Federal assistance."

(2) The auditor's report on the study and evaluation of internal control systems must identify the organization's significant internal accounting controls, and those controls designed to provide reasonable assurance that Federal programs are being managed in compliance with laws and regulations. It must also identify the controls that were evaluated, the controls that were not evaluated, and the material weaknesses identified as a result of the evaluation.

(3) The auditor's report on compliance containing:  
-A statement of positive assurance with respect to those items tested for compliance, including compliance with law and regulations pertaining to



financial reports and claims for advances and reimbursements;  
-Negative assurance on those items not tested;  
-A summary of all instances of noncompliance; and  
-An identification of total amounts questioned, if any, for each Federal assistance award, as a result of noncompliance.

b. The three parts of the audit report may be bound into a single report, or presented at the same time as separate documents.

c. All fraud abuse, or illegal acts or indications of such acts, including all questioned costs found as the result of these acts that auditors become aware of, should normally be covered in a separate written report submitted in accordance with paragraph 13f.

d. In addition to the audit report, the recipient shall provide including a plan for corrective action taken or planned and comments on the status of corrective action taken. If prior corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

e. The reports shall be made available by the State or local government for public inspection within 30 days after the completion of the audit.

f. In accordance with generally accepted government audit standards, reports shall be submitted by the auditor to the organization audited and to those requiring or arranging for the audit. In addition, the recipient shall submit copies of the reports to each Federal department or agency that provided Federal assistance funds to the recipient. Sub-recipients shall submit copies to recipients that provided them Federal assistance funds. The reports shall be sent within 30 days after the completion of the audit, but no later than one year after the end of the audit period unless a longer period is agreed to with the cognizant agency.

g. Recipients of more than \$100,000 in Federal funds shall submit one copy of the audit report within 30 days after issuance to a central clearinghouse to be designated by the Office of Management and Budget. The clearinghouse will keep completed audits on file and follow up with State and local governments that have not submitted required audit reports.

h. Recipients shall keep audit reports on file for three years from their issuance.

14. Audit Resolution. As provided in paragraph 11, the cognizant agency shall be responsible for monitoring the resolution of audit findings that affect the programs of more than one Federal agency. Resolution of findings that relate to the programs of a single Federal agency will be the responsibility of the recipient and that agency.

Alternate arrangements may be made on a case-by-case basis by agreement among the agencies concerned. Resolution shall be made within six months after receipt of the report by the Federal departments and agencies. Corrective action should proceed as rapidly as possible.

15. Audit Work papers and Reports. Work papers and reports shall be retained for a minimum of three years from the date of the audit report, unless the auditor is notified in writing by the cognizant agency to extend the retention period. Audit work papers shall be made available upon request to the cognizant agency or its designee or the General Accounting Office, at the completion of the audit.

16. Audit Costs. The cost of audits made in accordance with the provisions of this Circular are allowable charges to Federal assistance programs.

a. The charges may be considered a direct cost or an allocated indirect cost, determined in accordance with the provision of Circular A-87, "Cost principles for State and local governments."

b. Generally, the percentage of costs charged to Federal assistance programs for a single audit shall not exceed the percentage that Federal funds expended represent of total funds expended by the recipient during the fiscal year. The percentage may be exceeded, however, if appropriate documentation demonstrates higher actual cost:

17. Sanctions. The Single Audit Act provides that no cost may be charged to Federal assistance programs for audits required by the Act

that are not made in accordance with this Circular. In cases of continued inability or unwillingness to have a proper audit, Federal agencies must consider other appropriate sanctions including:

- Withholding a percentage of assistance payments until the audit is completed satisfactorily,
- Withholding or disallowing overhead costs, and
- Suspending the Federal assistance agreement until the audit is made.

18. Auditor Selection. In arranging for audit services State and local governments shall follow the procurement standards prescribed by Attachment 0 of Circular A-102, "Uniform requirements for grants to State and local governments." The standards provide that while recipients are encouraged to enter into intergovernmental agreements for audit and other services, analysis should be made to determine whether it would be more economical to purchase the services from private firms. In instances where use of such intergovernmental agreements are required by State statutes (e.g., audit services) these statutes will take precedence.

19. Small and Minority Audit Firms. Small audit firms and audit firms owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in contracts awarded to fulfill the requirements of this Circular. Recipients of Federal assistance shall take the following steps to further this goal:

- a. Assure that small audit firms and audit firms owned and controlled by socially and economically disadvantaged individuals are used to the fullest extent practicable.

- b. Make information on forthcoming opportunities available and arrange time frames for the audit so as to encourage and facilitate participation by small audit firms and audit firms owned and controlled by socially and economically disadvantaged individuals.
- c. Consider in the contract process whether firms competing for larger audits intend to subcontract with small audit firms and audit firms owned and controlled by socially and economically disadvantaged individuals.
- d. Encourage contracting with small audit firms or audit firms owned and controlled by socially and economically disadvantaged individuals which have traditionally audited government programs and, in such cases where this is not possible, assure that these firms are given consideration for audit subcontracting opportunities.
- e. Encourage contracting with consortiums of small audit firms as described in paragraph (a) above when a contract is too large for an individual small audit firm or audit firm owned and controlled by socially and economically disadvantaged individuals.
- f. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration in the solicitation and utilization of small audit firms or audit firms owned and controlled by socially and economically disadvantaged individuals.

20. Reporting. Each Federal agency will report to the Director of OMB on or before March 1, 1987, and annually thereafter on the effectiveness of State and local governments in carrying out the provisions of this Circular. The report must identify each State or local government or Indian tribe that, in the opinion of the agency, is failing to comply with the Circular.

21. Regulations. Each Federal agency shall include the provisions of this Circular in its regulations implementing the Single Audit Act.

22. Effective Date. This Circular is effective upon publication and shall apply to fiscal years of State and local governments that begin after December 31, 1984. Earlier implementation is encouraged. However, until it is implemented, the audit provisions of

Attachment P to Circular A-102 shall continue to be observed.

23. Inquiries. All questions or inquiries should be addressed to Financial Management Division, Office of Management and Budget, telephone number 202/395-3993.

24. Sunset Review Date. This Circular shall have an independent policy review to ascertain its effectiveness three years from the date of issuance.

Attachment-Circular A-128

Definition of Major Program as Provided in Pub. L. 98-502

Major Federal Assistance Program, for State and local governments having Federal assistance expenditures between \$100,000 and

\$100,000,000, means any program for which Federal expenditures during

the applicable year exceed the larger of \$300,000, or 3 percent of such total expenditures.

Where total expenditures of Federal assistance exceed \$100,000,000, the following criteria apply:

Total expenditures of Federal financial assistance		Major Federal
for all programs		assistance program
any program		means
More than	But less than that exceeds	
\$100	\$ billion.....	\$3
\$ billion.....	\$ billion.....	\$4
\$ billion.....	\$ billion.....	\$7
\$ billion.....	\$ billion.....	\$10
\$ billion.....	\$ billion.....	\$13
\$ billion.....	\$ billion.....	\$16
\$ billion.....	\$ billion.....	\$19
Over \$7	.....	\$20

**EXHIBIT D**

**SUGGESTED LANGUAGE FOR RECYLING CERTIFICATION**

State law requires that state contracts shall have Recycling Certification in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

**RECYCLED CONTENT CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Print Name and Title of Person Signing <i>RICHARD C. SCHOLL SHERIFF</i>	Date Executed <i>8-29-12</i>
Authorized Signature <i>Richard C. Scholl</i>	Executed in the County of <i>MONO</i>
Title <i>MONO COUNTY Sheriff-CORONER</i>	TELEPHONE NUMBER <i>(760) 932-5279</i>
Legal Business Name <i>MONO County Sheriff</i>	Federal ID Number

The Contractor hereby certifies under penalty of perjury, that \_\_\_\_\_ percent of the materials, goods, supplies offered, or products used in the performance of this contract meets the or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code. The Contractor may certify that the product contains zero recycled content.

**EXHIBIT D**

**CERTIFICATION CLAUSES**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Print Name and Title of Person Signing <i>Richard C. Scholl Sheriff</i>	Date Executed <i>8-29-12</i>
Authorized Signature <i>Richard C. Scholl</i>	Executed in the County of <i>MONO</i>
Title <i>MONO COUNTY SHERIFF - CORONER</i>	TELEPHONE NUMBER <i>760 932-5279</i>
Legal Business Name <i>MONO COUNTY SHERIFF</i>	Federal ID Number

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,

## **CONTRACTOR CERTIFICATION CLAUSES (CONTINUED)**

4) penalties that may be imposed upon employees for drug abuse violations.

c. Provide that every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a. Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

**CONTRACTOR CERTIFICATION CLAUSES (CONTINUED)**

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**b. Former State Employees (PCC 10411):**

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430(e))

**2. LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with the provisions, . and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**3. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)



**CONTRACTOR CERTIFICATION CLAUSES (CONTINUED)**

4. CONTRACTOR NAME CHANGE: An amendment is required to change the contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be:

(1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;

(2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or

(3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

## CONTRACTOR CERTIFICATION CLAUSES (CONTINUED)

### 8. ANTITRUST CLAIMS:

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**CONTRACTOR CERTIFICATION CLAUSES (CONTINUED)**

9. VENDOR DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity. This only applies if you have never done business with.

Sample Bid/Proposal Attachment regarding the  
Darfur Contracting Act of 2008

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et seq.*; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. (See # 1 on the sample Attachment).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See # 2 on the sample Attachment).

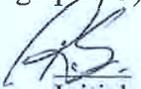
The following sample Attachment may be included in an IFB or RFP to satisfy the Act's certification requirements of bidders and proposers.

**EXHIBIT E**

**DARFUR CONTRACTING ACT**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1.  We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

2.            We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

**OR**

3.            We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**Your bid or proposal will be disqualified unless you include this form with either paragraph #1 or #2 initialed or paragraph #3 initialed and certified.**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2012

**DEPARTMENT** Mental Health

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD** Robin K. Roberts

**SUBJECT** Behavioral Health Advisory  
Board Appointments

### AGENDA DESCRIPTION:

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

The Behavioral Health Advisory Board bylaws allow for nine members on the board. Adding these two qualified candidates would bring our numbers up to 7. Robin Wingett and Lisa Thompson have been active at our meetings for some time. Both are engaged and important members of our community and our board.

### RECOMMENDED ACTION:

Appoint Lisa Thompson and Robin Wingett to the Behavioral Health Advisory Board.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Robin K. Roberts

**PHONE/EMAIL:** 760.924.1740 / rroberts@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[Staff Report, Advisory Board Appointments](#)

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History	Who	Approval
8/22/2012 6:42 AM	County Administrative Office	Yes
9/10/2012 5:25 PM	County Counsel	Yes
8/21/2012 3:26 PM	Finance	Yes



**Date:** August 21, 2012

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Robin K. Roberts, MFT, Behavioral Health Director

**Subject:** Appointment of Robin Wingett and Lisa Thompson to the Behavioral Health Advisory Board

**Recommended Action:**

Appoint Robin Wingett and Lisa Thompson to the Behavioral Health Advisory Board for three year terms each.

**Fiscal Impact:**

None

**Discussion:**

The Behavioral Health bylaws allow for a nine member board and these two appointees would bring our total number to seven. Both candidates have been attending our monthly meetings regularly and are vital and active participants.

The bylaws of the Advisory Board provide for a nine member board, including one of whom shall be a member of the Board of Supervisors. Membership is staggered for three year terms. We currently have five active members including Byng Hunt from the Board of Supervisors. The proposed update will add two more active members, bringing the Advisory Board voting membership to seven.

By their action at a meeting on July 25, 2012, the Advisory Board recommends the appointment of Robin Wingett and Lisa Thompson to fill two of the four vacant spots.

**Review:**

Jim Arkens, CAO has reviewed this report. Should you have any questions, please contact Robin K. Roberts at 760.924.1740





**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	September 18, 2012	<b>DEPARTMENT</b>	Clerk of the Board
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>		<b>PERSONS APPEARING BEFORE THE BOARD</b>	
<b>SUBJECT</b>	BLM Notice of Proposed Action		

**AGENDA DESCRIPTION:**

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

Letter from Bernadette Lovato, Bishop Field Manager for BLM, informing the public/interested parties about a Notice of Proposed Action regarding the Bishop Field Office's (BIFO) intent to remove graffiti that may occur with Wilderness. The comment period for this ends on September 30, 2012.

\*\*\*\*\*

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall  
**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

<p>SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR <b>PRIOR TO 5:00 P.M. ON THE FRIDAY</b> <b>32 DAYS PRECEDING THE BOARD MEETING</b></p>	<b>SEND COPIES TO:</b>
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**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

**Click to download**

 [BLM Notice](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/11/2012 7:46 AM	Clerk of the Board	Yes

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United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Bishop Field Office  
351 Pacu Lane Suite 100  
Bishop, California 93514  
[www.blm.gov/ca/bishop](http://www.blm.gov/ca/bishop)



August 31, 2012

In Reply Refer to  
NOPA Number LLCAC07000-12-001  
8500  
CA-170.4 (P)

To Whom It May Concern:

The BLM is required to inform all affected or interested publics about any proposed action, specific emergencies, or unauthorized activity occurring within BLM Wilderness Study Areas or Wilderness areas. Enclosed is a Notice of Proposed Action with information about the Bishop Field Office's (BIFO) intent to remove graffiti that may occur within Wilderness, Wilderness Study Areas or non-wilderness areas managed by the BIFO. If you have any questions concerning this action please contact Richard Williams, Outdoor Recreation Planner at (760) 872-5033 or via email at [rdwillia@blm.gov](mailto:rdwillia@blm.gov) or Kirstin Heins at (760) 872-5034 or via email at [kheins@blm.gov](mailto:kheins@blm.gov)

Sincerely,

Bernadette Lovato  
Bishop Field Manager

cc: Mark Conley – NLCS lead  
Enclosure: NOPA for Graffiti Removal

CARING FOR THE LAST VESTIGE OF WILD CALIFORNIA  
CONSERVATION, EDUCATION, PARTNERSHIPS

## NOTICE OF PROPOSED ACTION

NOPA CAC070-12-001

**State:** California

**County:** Inyo and Mono counties

**Field Office:** Bureau of Land Management (BLM)  
Bishop Field Office  
351 Pacu Lane, Suite 100  
Bishop CA 93514

**Wilderness Area:** Inyo Mountains  
Granite Mountain

**Wilderness Study Area:** Bodie  
Bodie Mountain  
Casa Diablo  
Cerro Gordo  
Chidago Canyon  
Crater Mountain  
Excelsior  
Fish Slough  
Independence Creek  
Mount Biedeman  
Slinkard  
Southern Inyo  
Symmes Creek  
Volcanic Tableland

**Proposed Action:** Removal of graffiti on public lands

### 1. Background

In an effort to combat the damage to natural resources the Bishop Field Office is has initiated a graffiti removal program that meets the needs of the public land and conforms to the National Environmental Policy Act (NEPA). While graffiti is not widespread on public lands managed by the Bishop Field Office it is nonetheless a blight on the landscape and is inconsistent with the Bishop Resource Management Plan (1993).

This is **not** a notice of discovery of graffiti within a Wilderness or Wilderness Study Area.

### 2. Description of Proposed Action

The project is to remove or mask painted or indelible marker graffiti on rocks, walls or other surfaces located on public lands. The project is necessary because graffiti is a visual

impairment that defaces natural resources and lessens the quality of the natural scenic setting the public seeks when recreating on public land.

The following is a suite of treatments that would be used in the removal and/or masking of graffiti. Selection of procedure(s) would be based on the most effective considering the environment and the surface to be treated.

1. Scrub with wire brush and followed by a low pressure water rinse.
2. Scrub with portable power wire brush followed by a low pressure water rinse.
3. Wash with high pressure (3,000 psi) water.
4. Wash with high pressure hot water.
5. Mask the graffiti by painting over it.
6. Use non-basic aliphatic ester graffiti remover followed by low pressure water rinse.
7. Use non-basic aliphatic ester graffiti remover followed by high pressure water rinse.
8. Use non-basic aliphatic ester graffiti remover followed by high pressure hot water rinse.
9. Scrub with wire brush (non-power or power) and non-basic aliphatic ester graffiti remover followed by low pressure rinse.
10. Scrub with wire brush (non-power or power) and non-basic aliphatic ester graffiti remover followed by high pressure water rinse.
11. Scrub with wire brush (non-power or power) and non-basic aliphatic ester graffiti remover followed by high pressure hot water rinse.
12. Use potassium hydroxide modified aliphatic ester graffiti remover (e.g. Taginator) followed by low pressure water rinse.
13. Use potassium hydroxide modified aliphatic ester graffiti remover (e.g. Taginator) followed by high pressure water rinse.
14. Use potassium hydroxide modified aliphatic ester graffiti remover (e.g. Taginator) followed by high pressure hot water rinse.
15. Scrub with wire brush (non-power or power) and Taginator® followed by low pressure water rinse.
16. Scrub with wire brush (non-power or power) and Taginator® followed by high pressure water rinse.
17. Scrub with wire brush (non-power or power) and Taginator® followed by high pressure hot water rinse.
18. Combination of the above treatments.

### *Project Stipulations*

Projects conducted in Wilderness Study Areas (WSA) or designated Wilderness would conform to the requirements of BLM Manual 6330 Management of Wilderness Study Areas and BLM Manual 6340 Management of Designated Wilderness Areas.

No chemical would be used in any wetland or riparian area or near any water source.

During the use of any chemical, the manufacturer's recommendations for its use shall be followed. Material Safety Data Sheet(s) (MSDS) will be present and accessible for all materials used.

During the use of any product or equipment, the manufacturer's recommendations for its use shall be followed. Product Safety Data Sheet(s) (PSDS) will be present and accessible for all products or equipment used.

If the treatment method that would be the most effective for a particular project does not conform to BLM Wilderness policies, e.g. use of a mechanical device for removal, a minimum requirements analysis will be completed by the Bishop Field Office.

### 3. Public Comment

The Bishop Field Office is preparing programmatic Categorical Exclusion to conform to NEPA requirements. Public comment period is open and **closes September 30, 2012**. Comments are to be sent directly to Richard Williams, Outdoor Recreation Planner at 351 Pacu Lane, Suite 100, Bishop CA 93514 or email at [rdwillia@blm.gov](mailto:rdwillia@blm.gov) .



Bernadette Lovato  
Bishop Field Manager



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 18, 2012	<b>DEPARTMENT</b>	County Administrative Office
<b>ADDITIONAL DEPARTMENTS</b>	Mono County Superior Court Judges		
<b>TIME REQUIRED</b>	15 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Jim Arkens
<b>SUBJECT</b>	Chief Probation Officer - Appointment		

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment.

### RECOMMENDED ACTION:

Approve Resolution #R12-\_\_\_\_, approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

### FISCAL IMPACT:

The cost of this position for the remainder of FY 12-13 is approximately \$181,369.78, of which \$83,367.00 is salary; \$64,602.36 is the employer portion of PERS, and \$30,400.41 is the cost of the benefits; also included is up to \$3,000.00 in moving expenses and is included in the approved budget.

**CONTACT NAME:** Jim Arkens

**PHONE/EMAIL:** 760-932-5414 / jarkens@mono.ca.us

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

### SEND COPIES TO:

**MINUTE ORDER REQUESTED:**

YES  NO

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## ATTACHMENTS:

Click to download

- [📄 Humiston Staff](#)
  - [📄 Resolution](#)
  - [📄 Contract](#)
- 

### History

Time	Who	Approval
8/24/2012 7:32 AM	County Administrative Office	Yes
9/10/2012 5:25 PM	County Counsel	Yes
9/11/2012 7:58 AM	Finance	Yes





## **COUNTY OF MONO**

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5413 • FAX (760) 932-5411

Email: jarkens@mono.ca.gov

*Jim Arkens  
County Administrative Officer*

August 2, 2012

TO: Honorable Chair and Members of the Board of Supervisors  
FROM: Jim Arkens, County Administrative Officer/Director of Human Resources  
Subject: Approval of employment contract for Karin Humiston

**Recommended Action:**

Adopt resolution # 12-\_\_ approving a 2-year contract with Karin Humiston

**Discussion:**

The approval of this contract allows Ms. Humiston to serve Mono County as a Chief Probation Officer effective September 24, 2012. In her previous employment, Ms. Humiston has worked for the Cochise County Juvenile Court in Bisbee, Arizona from 1997 to August, 2012 and at the Arizona Department of Corrections from 1981 to 1997.

**Fiscal Impact:**

The cost of this position for the remainder of FY 12-13 is approximately \$ 181,369.78, of which \$83,367.00 is salary; \$64,602.36 is the employer portion of PERS, and \$30,400.41 is the cost of the benefits; also included is up to \$3,000.00 in moving expenses and is included in the approved budget.

If there are any questions regarding this item, please contact Jim Arkens at 760-932-5414.

Thank you,

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Jim Arkens, County Administrative Officer/Director of Human Resources



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**RESOLUTION NO. R12-**

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

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

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

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

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

\_\_\_\_\_  
Vikki Magee Bauer, Chair  
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

## **AGREEMENT RE EMPLOYMENT OF KARIN HUMISTON**

This Agreement is entered into this 24th day of September, 2012, by and between Karin Humiston and the County of Mono.

### **I. RECITALS**

The County wishes to employ Karin Humiston as a Chief Probation Officer on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Humiston wishes to accept such employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be September 24, 2012, until September 24, 2014, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Humiston in writing no later than March 24, 2013, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Humiston shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Humiston that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Humiston as a result of the cured breach. If the County does not cure the breach, then the Agreement shall automatically renew for another two years on the same terms in effect at the time of renewal.
2. Commencing September 24, 2012, Ms. Humiston shall be employed by Mono County as a Chief Probation Officer, serving at the will and pleasure of the judges of the Mono County Superior Court and the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Humiston accepts such employment. The judges of the Mono County Superior Court and the County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Humiston's employment. The County Administrative Officer will prepare annual performance evaluations with input from the judges of the Mono County Superior Court.
3. Effective September 24, 2012, Ms. Humiston's salary shall be \$9,206 per month, prorated for the month of September 2012 to reflect her start date. During each calendar year commencing with 2013, the Board of Supervisors may increase or decrease Ms. Humiston's then-current salary in its discretion; provided, however, that the Board shall not decrease her salary by more than two percent (2%)

during any one calendar year. In exercising its discretion to increase or decrease Ms. Humiston's salary, the Board may consider the survey and cost-of-living-adjustment principles of the County's management compensation policies (most recently amended by Board Resolution R10-74), but Ms. Humiston's salary and compensation shall not be formally governed by such policies and thus, among other things, she shall not be eligible at any time to receive "performance pay" under those policies. Ms. Humiston understands that she is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County.

4. Ms. Humiston shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Humiston understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost. (Due to Ms. Humiston's start date of September 24, 2012; her merit leave shall be pro-rated to 28 hours for 2012.)
5. The County shall reimburse Ms. Humiston for reasonable moving expenses up to \$3,000.00 in relocating to the Mono County area. Ms. Humiston shall provide the County Administrative Officer with receipts or other proof of actual expenditures made.
6. To the extent deemed appropriate by the judges of the Mono County Superior Court and the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Humiston's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Humiston shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 3% @ 50), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R11-56 of the Mono County

Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.

8. Ms. Humiston understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Humiston cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Humiston's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).
9. Consistent with the "at will" nature of Ms. Humiston's employment, the County Administrative Officer and the judges of the Mono County Superior Court may terminate Ms. Humiston's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Humiston understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer and the judges of the Mono County Superior Court may, in their discretion, take during Ms. Humiston's employment.
10. In the event that such a termination without cause occurs after September 24, 2013, (i.e., after the first twelve months of employment), Ms. Humiston shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Ms. Humiston shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated.

Notwithstanding the foregoing, Ms. Humiston shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Humiston that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).

11. Notwithstanding the foregoing, Ms. Humiston shall not be entitled to any severance pay in the event that the County Administrative Officer and the judges of the Mono County Superior Court have grounds to discipline her on or about the time they give her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Humiston shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
12. Ms. Humiston may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Humiston shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
13. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Humiston.
14. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Humiston's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Humiston's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
15. Ms. Humiston acknowledges that this Agreement is executed voluntarily by her,

without duress or undue influence on the part or on behalf of the County. Ms. Humiston further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement shall be deemed executed as of September 24, 2012.

KARIN HUMISTON

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_

By: Vikki Bauer, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_

MARSHALL RUDOLPH  
County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	September 18, 2012	<b>DEPARTMENT</b>	County Administrative Office
<b>ADDITIONAL DEPARTMENTS</b>	Behavioral Health		
<b>TIME REQUIRED</b>	15 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Jim Arkens and Robin Roberts
<b>SUBJECT</b>	Amendment to Employment Contract - Robin Roberts		

**AGENDA DESCRIPTION:**

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

Proposed resolution approving an amendment to the employment agreement with Robin Roberts as Director of Behavioral Health.

**RECOMMENDED ACTION:**

Approve Resolution #R\_\_\_\_\_, approving an agreement and first amendment to the employment agreement with Robin Roberts, and prescribing the compensation, appointment and conditions of said employment.

**FISCAL IMPACT:**

The cost of this position for the remainder of FY 12/13 is approximately \$146,387.79 of which \$92,630.00 is salary ; \$17,461.56 is the employer portion of PERS, and \$36,296.24 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (13/14) would be \$175,665.35 of which \$111,156.00 is salary ; \$21,100.03 is the employer portion of PERS, and \$43,409.32 is the cost of the benefits. (\*\*Please note cost information is based on 12/13 figures and a projected rate for Pers.)

**CONTACT NAME:** Jim Arkens

**PHONE/EMAIL:** 760-932-5414 / jarkens@mono.ca.gov

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

**SEND COPIES TO:**



## MINUTE ORDER REQUESTED:

YES  NO

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## ATTACHMENTS:

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 [Staff Report](#)

 [Resolution](#)

 [Contract](#)

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### History

Time	Who	Approval
9/10/2012 9:52 AM	County Administrative Office	Yes
9/10/2012 5:36 PM	County Counsel	Yes
9/11/2012 7:56 AM	Finance	Yes



# COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5413 • FAX (760) 932-5411  
Email: jarkens@mono.ca.gov

Jim Arkens  
County Administrative Officer

Rita Sherman  
Director of Risk Management & Training

August 20, 2012

TO: Honorable Chair and Members of the Board of Supervisors  
FROM: Jim Arkens, County Administrative Officer/Director of Human Resources  
Subject: Approval of employment contract for Robin Roberts

### **Recommended Action:**

Board approve resolution # 12-\_\_ to amend a 2-year contract for Robin Roberts dated August 1, 2012.

### **Discussion:**

Robin Roberts has served Mono County since August, 2008 in the Mental Health Department office as a Psychiatric Specialist II, and Alcohol and Drug Program Supervisor and currently as the Local Mental Health Director since February, 2012. The approval of this contract allows Robin Roberts to serve the County as the Director of Behavioral Health with a salary of \$9,158 effective August 1, 2012 based on a current salary survey.

### **Fiscal Impact:**

The cost of this position for the remainder of FY 12/13 is approximately \$ 146,387.79 of which \$ 92,630.00 is salary; \$ 17,461.56 is the employer portion of PERS, and \$ 36,296.24 is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (13/14) would be \$175,665.35 of which \$ 111,156.00 is salary; \$21,100.03 is the employer portion of PERS, and \$43,409.32 is the cost of the benefits. (\*\* Please note cost information is based on 12/13 figures and a projected rate for Pers)

If there are any questions regarding this item, please contact Jim Arkens at 760-932-5414.

Thank you,

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Jim Arkens, County Administrative Officer/Director of Human Resources



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**RESOLUTION NO. R12-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT AND FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH ROBIN ROBERTS AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT**

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

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

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

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

\_\_\_\_\_  
Vikki Bauer, Chair  
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT AND FIRST AMENDMENT TO  
AGREEMENT RE EMPLOYMENT  
OF ROBIN ROBERTS**

This Agreement and First Amendment is entered into this 1st day of August, 2012, by and between Robin Roberts and the County of Mono (sometimes referred to herein collectively as "the parties") for the purpose of amending that certain Agreement re Employment of Robin Roberts.

**I. RECITALS**

- A. The County currently employs Robin Roberts in accordance with an employment agreement entered into on or about February 1, 2012 (sometimes referred to herein as "the Agreement").
- B. The parties wish to amend the Agreement to effectuate a change in Ms. Roberts' title, appointing authority, and compensation.

**II. AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

- 1. Ms. Roberts' title has been changed to "Director of Behavioral Health," consistent with a recent Board resolution authorizing the Mental Health Department to use the name "Behavioral Health Department" for all intents and purposes. This title change has no effect on Ms. Roberts' appointment or legal powers and duties, pursuant to Board Resolution No. R12-20, as the County's "Local Mental Health Director" and "Alcohol and Drug Administrator."
- 2. Ms. Roberts' "appointing authority" for purposes of the Agreement has been changed from the Director of Social and Mental Health Services to the County Administrator and all references in the Agreement to the Director of Social and Mental Health Services in the Agreement are hereby changed to the County Administrator.
- 3. Effective August 1, 2012, Ms Roberts' salary shall be \$9,158 per month.
- 4. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

**III. EXECUTION:**

The parties hereby execute this Agreement and First Amendment as of the date first written above.

ROBIN ROBERTS

---

APPROVED AS TO FORM:

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County Counsel

THE COUNTY OF MONO

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By: Vikki Bauer, Chair  
Board of Supervisors



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 18, 2012	<b>DEPARTMENT</b>	County Administrative Office
<b>ADDITIONAL DEPARTMENTS</b>	County Counsel, Finance, Sheriff		
<b>TIME REQUIRED</b>	10 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Jim Arkens, Marshall Rudolph, Brian Muir
<b>SUBJECT</b>	New PSO MOU and Personnel Rules		

### AGENDA DESCRIPTION:

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

Proposed resolution adopting and approving a memorandum of understanding between the County and the Mono County Public Safety Officers' Association (PSO) bargaining unit and adopting new personnel rules applicable to that bargaining unit.

### RECOMMENDED ACTION:

Adopt proposed resolution #R12-\_\_\_\_\_, approving a memorandum of understanding between the County and the Mono County Public Safety Officers' Association (PSO) bargaining unit and adopting new personnel rules applicable to that bargaining unit.

### FISCAL IMPACT:

Estimated \$47,000/year savings.

**CONTACT NAME:** Jim Arkens

**PHONE/EMAIL:** (760) 932-5414 / jarkens@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

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## ATTACHMENTS:

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- [staff report re PSO MOU](#)
- [PSO MOU resolution](#)
- [PSO MOU](#)
- [PSO Personnel Rules](#)

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### History

Time	Who	Approval
9/10/2012 5:13 PM	County Administrative Office	Yes
9/10/2012 5:57 PM	County Counsel	Yes
9/12/2012 7:11 AM	Finance	Yes

**County Counsel**  
Marshall Rudolph

**Assistant County Counsel**  
Stacey Simon

**Deputy County Counsels**  
Tara McKenzie  
John-Carl Vallejo

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*  
South County Offices  
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700  
**Facsimile**  
760-924-1701

**Legal Assistant**  
Michelle Robinson

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: September 18, 2012

RE: Proposed Resolution Adopting and Approving a Memorandum of Understanding with the Mono County Public Safety Officers' Association (PSO) bargaining unit and adopting new personnel rules applicable to that bargaining unit

**Recommendation:**

Adopt proposed Resolution.

**Fiscal/Mandates Impact:**

[To be determined by Finance.]

**Discussion:**

As the Board is aware, the County has concluded negotiations with the Public Safety Officers (PSO) bargaining unit. Subjects of negotiation included a new Memorandum of Understanding for the period of January 1, 2011, through December 31, 2015, and a new (overhauled) set of personnel rules. The MOU includes the following provisions affecting wages and benefits:

- no wage increases or cost of living adjustments during the MOU term
- freeze on step increases effective upon ratification by both parties and continuing until January 1, 2014, at which point step increases are again available but with double the time between steps
- reduced County payment of medical insurance premiums for employees (initially \$25-50/month co-pay by employees with dependents then, as of January 1, 2014, \$25/month co-pay for employees without dependents and \$50-\$100/month co-pay for employees with dependents )



- Limits and reductions in Cafeteria plan contributions (“cash back”) for employees who are not enrolled in CalPERS medical insurance but who provide the County with proof of other medical insurance<sup>1</sup>:
  - limited to employees who were already receiving such contributions prior to July 1, 2011 (no new recipients)
  - amount reduced to \$250 per month effective January 1, 2013, and only for employees with insurance through a source outside of the county.
- freeze of longevity compensation for existing employees already receiving it and elimination of longevity compensation for those who don’t have it and any new employees
- reduction of CalPERS retirement formula for new employees (after CalPERS contract is amended)
- reduction in payout percentage for unused sick leave for employees who terminate with more than 5 but less than 10 years of service
- elimination of annual payout for excess unused sick leave, with increase in cap on accrued sick leave
- reduction of CTO accumulation cap to 200 hours as of December 31<sup>st</sup>
- increase in court time compensation to \$200

The MOU also includes certain provisions not affecting wages or benefits, such as an agreement to utilize direct deposit for all paychecks. And last but not least, the bargaining unit agreed to the County’s proposed new personnel rules.

If you have any questions, you may reach me at (760) 924-1707.

Encl.

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<sup>1</sup>Note: These changes will also affect the flexible credit allowance for certain retired employees who are not enrolled in CalPERS medical insurance because their allowance amount is tied to Cafeteria Plan contributions received by active employees.





**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**COUNTY OF MONO**  
**AND**  
**MONO COUNTY PUBLIC SAFETY OFFICERS'**  
**ASSOCIATION**



**January 1, 2011 through December 31, 2015**

**ARTICLE 1. PARTIES; DEFINITIONS; PURPOSES**

**A. Parties**

The parties to this Memorandum of Understanding (MOU) are the County of Mono, acting by and through the Mono County Board of Supervisors, and the Mono County Public Safety Officers' Association, which is the employee bargaining unit further defined in Article 3 of this MOU.

**B. Definitions**

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles hereof:

- (1) "ASSOCIATION" means the Mono County Public Safety Officers' Association, a recognized employee organization representing all Mono County Public Safety Officers. It does not include any retired annuitants who COUNTY may hire and employ from time to time in its sole discretion to perform work otherwise performed by Association members.
- (2) "COUNTY" means the County of Mono, a political subdivision of the State of California.
- (3) "COVERED EMPLOYEE OR EMPLOYEES" means those Mono County Public Safety Officers who are not "temporary employees" as that term is defined in the Mono County Code 2.68.020(27). All covered employees are covered by the terms of this MOU. Retired annuitants are not covered employees.
- (4) "MOU" means this Memorandum of Understanding between the ASSOCIATION and the COUNTY.
- (5) "RETIRED ANNUITANT" is an employee hired on a limited-term basis who has retired from public employment, is receiving PERS or reciprocal retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants.

**C. Purpose**

The purpose of this MOU is to provide for continuity of governmental operations and employment through harmonious relations, cooperation and understanding between the COUNTY and employees covered by the provisions of the MOU; to provide an established, orderly and fair means of resolving misunderstandings or differences which may arise between the parties concerning the subject matter of this MOU; to set forth the understanding reached by the ASSOCIATION and the

COUNTY as a result of good faith negotiations. This MOU requires the approval of the Mono County Board of Supervisors and a majority of the covered employees of the ASSOCIATION prior to its execution and implementation.

**ARTICLE 2. TERM, RENEGOTIATION**

The provisions of the MOU are effective January 1, 2011, through December 31, 2015 unless otherwise specified. This MOU shall expire at midnight December 31, 2015, unless as otherwise provided by State law. In the event either party desires to negotiate a successor MOU, such party shall serve upon the other, prior to the expiration of this MOU, its written request to negotiate. Both parties agree to use their best effort to complete negotiations of a successor MOU. The provisions of this MOU shall continue on a day to day basis following expiration unless and until the Board of Supervisors ratifies changes in accordance with State law.

**ARTICLE 3. RECOGNITION**

The COUNTY affirms recognition of the ASSOCIATION as the exclusive bargaining agent legally authorized to negotiate and execute this MOU on behalf of the covered employees.

**ARTICLE 4. ASSOCIATION RIGHTS**

The COUNTY recognizes all legal rights of all covered employees including the right to join and participate in the activities of the ASSOCIATION and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code, the Meyers-Milias-Brown Act ("MMBA"). The COUNTY shall not intimidate, restrain, coerce or discriminate against any covered employee because of the exercise of any such rights. The provisions of the MOU shall be applied to all covered employees without discrimination because of race, color, sex, age, creed or religion, and in accordance with applicable State and Federal laws.

**ARTICLE 5. HEALTH CARE AND DISABILITY BENEFITS**

- A. Each covered employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 6 and 7.
- B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered employees and their dependents by the COUNTY pursuant to this Agreement.
- C. The COUNTY shall continue to keep covered employees in CalPERS medical insurance.
- D. The COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance, which amount shall not increase.
- E. Disability Insurance

The COUNTY shall assure that all covered employees are enrolled in the State Disability Insurance (SDI) program at COUNTY expense. The COUNTY shall pay all such premiums as are necessary to provide SDI benefits to covered employees. When the covered employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the COUNTY shall continue paying:

- (1) Monthly contributions into the Cafeteria Plan based on the employee's applicable tier (See Article 8); and
- (2) The medical portion of Social Security.

**F. Health Care Coverage for Retirees**

- (1) The COUNTY shall continue to pay the statutory amount prescribed by Government Code section 22892 per month for each ASSOCIATION retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the COUNTY. A "retiree" is a former COUNTY employee whom CalPERS considers to be a COUNTY retiree/annuitant.
- (2) Each "retired employee" and one dependent of a retired employee (including a spouse of the retired employee, and otherwise as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to covered employees in Paragraph A of this Article.
- (3) "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.
- (4) Any benefits after retirement under this Section F of Article 5 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change. (See also Article 10.)

**ARTICLE 6. DENTAL CARE PLAN**

The COUNTY shall implement and extend coverage under the COUNTY Dental Plan to all covered employees and their dependents with the understanding that the COUNTY shall

retain total discretion regarding carrier and plan content, and with the further understanding that the COUNTY Dental Care Plan as now constituted shall be the minimum base coverage. The coverage provided by this Article shall extend to retired employees (as defined above in Article 5), together with one dependent of the retired employee.

**ARTICLE 7. VISION CARE PLAN**

The COUNTY shall implement and extend coverage under Vision Care (Plan C: \$10.00 deductible) to all covered employees and their dependents with the understanding that the COUNTY shall retain discretion regarding carrier and plan content, and with the further understanding that the COUNTY Vision Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired employees (as defined above in Article 5), together with one dependent of the retired employee.

**ARTICLE 8. CAFETERIA PLAN**

- A. From January 1, 2011, through September 30, 2012, with respect to any covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee. The COUNTY will ensure that the amount paid is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back.
  
- B. From October 1, 2012, through December 31, 2013, with respect to any full-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee and also minus the amount specified below for those employees who enroll in the two-party or family tier, which shall be contributed by the employee:

	<u>Employee Contribution</u>
Two-Party:	\$25.00/month
Family:	\$50.00/month

The COUNTY will ensure that the amount paid, when combined with the employee contribution (if applicable) and the statutory amount prescribed by Government Code section 22892, is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage



for that employee or which would result in that employee receiving cash back. Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution (if applicable). Notwithstanding the foregoing, the COUNTY may in its discretion postpone implementation of this subsection B beyond October 1, 2012.

- C. From January 1, 2014, through December 31, 2015, with respect to any full-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee and also minus the amount specified below, which shall be contributed by the employee based on their respective coverage tier:

	<u>Employee Contribution</u>
Single:	\$25.00/month
Two-Party:	\$50.00/month
Family:	\$100.00/month

The COUNTY will ensure that the amount paid, when combined with the employee contribution (if applicable) and the statutory amount prescribed by Government Code section 22892, is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back. Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution (if applicable).

- D. With respect to any part-time covered employee hired after September 1, 2012, who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan one of the following reduced percentages of the PERS Choice premium for the coverage tier in which the employee is enrolled, minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee:

Less than .5 FTE:	0% (No County contribution)
.5 - .74 FTE:	50% of the PERS Choice Premium
.75 FTE - .9 FTE:	75% of the PERS Choice Premium

Such FTE status shall be based on the County's official list of allocated positions maintained by the County Administrative Office; it shall not be based on actual hours worked in a given month. The additional monthly amount necessary for the medical coverage tier selected by a part-time covered employee shall be contributed by that covered employee through a payroll deduction (authorized by the employee). Note also that the County's

obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution. This subsection (C) shall also apply to any full-time employee whose position is changed to part-time status on the list of allocated positions after September 1, 2012, or who transfers to such a position after September 1, 2012; the COUNTY's contribution to the Cafeteria Plan with respect to that employee shall be based on the reduced percentages set forth above until such a time, if at all, that they return to a position allocated as full-time.

- E. From January 1, 2011, through December 31, 2012, with respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan a flat amount per month for that non-enrolled employee exactly equal to the amount then being contributed by the COUNTY for employees who are enrolled in the "Single" tier of PERS Choice coverage and who reside in the same state and COUNTY as the non-enrolled employee. Notwithstanding the foregoing, no employee (regardless of date of hire) shall be eligible to receive a contribution to the Cafeteria Plan under this subsection E unless they were already receiving such a contribution prior to October 1, 2012.
- F. Effective January 1, 2013, with respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage through a source outside of the COUNTY (e.g., through a spouse working for a different agency) under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan two hundred and fifty dollars (\$250) per month for that non-enrolled employee. Notwithstanding the foregoing, no employee (regardless of date of hire) shall be eligible to receive a contribution to the Cafeteria Plan under this subsection F unless they were already receiving such a contribution prior to October 1, 2012.

**ARTICLE 9. 401(a) PLAN.**

- A. Any covered employee hired on or after May 7, 2002, shall not be eligible to earn or receive the retirement service benefit provided by Article 10, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any active employee of the unit who was hired prior to May 7, 2002, may also elect to receive COUNTY contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit provided by Article 10.
- B. The COUNTY has established and implemented an Internal Revenue Code Section 401(a) Plan consistent with this Article. The COUNTY shall

contribute into the Section 401(a) Plan an amount on behalf of each employee electing to participate under this Article 9 equal to the amount contributed by that employee from his or her own pre-tax salary into one of the COUNTY's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed three percent (3%) of the employee's pre-tax salary. Accordingly, if an employee contributed a total of one to three percent (1-3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than three percent (3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the COUNTY's 401(a) contribution would only be equal to three percent (3%) (and not more) of the employee's pre-tax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employees shall vest -- that is, earn the right to withdraw -- the COUNTY's contributions into the 401(a) Plan on their behalf based on years of COUNTY service, as set forth more fully below.

- C. The 401(a) Plan implemented in this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0 percent
1 year plus 1 day to 2 years	10 percent
2 years plus 1 day to 3 years	20 percent
3 years plus 1 day to 4 years	40 percent
4 years plus 1 day to 5 years	60 percent
5 years plus 1 day but less than 6 years	80 percent
6 years	100 percent

- D. In addition to and notwithstanding the foregoing, employees' options for withdrawing, "rolling over," and otherwise using account money -- and the tax consequences of such withdrawals and use -- shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the COUNTY and the Plan must comply.

**ARTICLE 10. RETIREMENT SERVICE** (Applicable only to certain employees who retired or were on the COUNTY payroll prior to May 7, 2002).

- A. Each retired employee who was on the COUNTY payroll prior to May 7, 2002, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under the COUNTY's Section 125 Cafeteria Plan (See Article 8), unless he or she has at any time prior to retirement opted to participate in the COUNTY's Section 401(a) Plan (See Article 9).
- B. "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or

her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement.

**C. The amount of the flexible credit allowance shall be computed as follows:**

- (1) If the employee retires after December 31, 2000, then the amount of the flexible credit allowance shall be equal to the monthly amount contributed by the COUNTY per each active employee to the COUNTY's Section 125 Cafeteria Plan (See Article 8), minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS if the retired employee is enrolled in CalPERS medical insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary as the COUNTY's contribution to the Cafeteria Plan for its active employees varies, and subject to the same limitations or qualifications applicable to active employees, such as whether the retiree is enrolled in CalPERS medical insurance (in which case the credit allowance will be based on the "tier" into which that retiree falls minus the statutory amount prescribed by Government Code section 22892 paid directly by the COUNTY to CalPERS). As with active employees, any retiree who is not enrolled in CalPERS medical insurance during calendar year 2011 or 2012 but who provides the COUNTY with written proof of comparable insurance shall only receive a credit allowance equal to the amount of the "single" tier contribution. As with active employees, effective January 1, 2013, any retiree who is not enrolled in CalPERS medical insurance but who provides the COUNTY with written proof of comparable insurance from a source outside of the COUNTY shall only receive a credit allowance equal to \$250 per month. Notwithstanding the foregoing, as with active employees, a retiree who is not enrolled in CalPERS medical but who provides the COUNTY with written proof of comparable insurance shall not be eligible to receive a credit allowance under this subsection (C)(1) unless they were already receiving such a credit allowance prior to October 1, 2012.**
- (2) If the employee retires before December 31, 2000, then the amount of the flexible credit that he or she is entitled to shall be equal to the amount of money necessary to obtain CalPERS medical insurance for the retired employee and his or her dependent with a level of benefits substantially the same as the employee had on the date of his or her retirement, minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY**

directly to PERS for such insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary with changes in the cost of the applicable level of medical insurance. These retired employees must be enrolled in the applicable level of CalPERS medical insurance in order to receive the flexible credit allowance and shall not be entitled under any circumstances to opt for other insurance coverage, no coverage, or reduced coverage in order to receive “unused” cash back from the Cafeteria Plan.

**ARTICLE 11. VACATION ACCUMULATION**

**A. In accordance with the Mono County Code, covered employees shall accrue vacation benefits as follows:**

**Initial Employment.....80 vacation hours per year  
After 3 years service.....120 vacation hours per year  
After 10 years service.....136 vacation hours per year  
After 15 years service.....152 vacation hours per year  
After 20 years service.....160 vacation hours per year**

**B. Notwithstanding anything to the contrary, the maximum number of vacation hours that may be accumulated by any employee as of December 31<sup>st</sup>, the end of the calendar year, shall not exceed two and one-half times the employee’s then current annual vacation hour accumulation as provided in Mono County Code Section 2.68.110(B).**

**C. If a covered employee’s total accumulated vacation hours exceeds two and one-half times their annual vacation hour accumulation on December 31, then their vacation accrual will cease effective January 1, until the covered employee’s accumulation of vacation hours falls at or below two and one-half times their annual accrual (hereinafter “the accumulation cap”). Once the covered employee’s accumulation of vacation hours falls at or below the accumulation cap, then their accrual of vacation hours will recommence for the remainder of the calendar year.**

**D. Any covered employees who have accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off. Notwithstanding the foregoing, if a covered employee has made every reasonable effort to use their vacation time throughout the year so as to avoid the aforementioned accumulation cap but nevertheless is not allowed by sheriff’s department management to do so because of unexpected manpower needs or safety-related requirements, then the covered employee may request to be compensated by the COUNTY for more than 40 hours of time in a calendar year in order bring his or her total accumulated vacation time at or below the cap as of December 31<sup>st</sup>.**

**ARTICLE 12. SICK LEAVE**

- A. Sick leave for each covered employee shall accrue upon the employee's date of employment and in accordance with Mono County Code Section 2.68.100, to a maximum accrual of one hundred and twenty (120) sick leave days (i.e., 960 hours). Upon termination, the employee shall be compensated for accrued sick leave as follows:**
- (1) If the employee has worked for the COUNTY for less than five (5) years, no amount shall be paid for accrued sick leave.**
  - (2) If the employee has worked for the COUNTY more than five (5) years, but less than ten (10) years, then the employee shall be paid sixty percent (60%) of the dollar value of the accrued sick leave.**
  - (3) If the employee has worked for the COUNTY more than ten (10) years, the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave.**
  - (4) If the employee is terminated by reason of layoff, then the employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave regardless of how long the employee has worked for the COUNTY.**
- B. The dollar value of the employee's accrued sick leave shall be based upon the employee's base rate of pay on the date of termination.**

### **ARTICLE 13. LONGEVITY COMPENSATION**

- A. From January 1, 2011, through September 30, 2012, any covered employee, upon completion of three (3) years of COUNTY service at "E" step (or top step) of his or her salary range, shall receive two-and-one-half percent (2.5%) additional compensation. An additional two-and-one-half percent (2.5%) longevity compensation shall be paid upon completion of six (6) years of COUNTY service at "E" step (or top step) of his or her salary range. A third and final two-and-one-half percent (2.5%) longevity compensation shall be paid upon completion of nine (9) years of COUNTY service at "E" step (or top step) of his or her salary range. No further longevity increases shall be received for additional years of service. Any covered employee who on May 7, 2002, was already eligible to receive at least seven and one-half percent (7.5%) longevity pay shall continue to receive that amount of longevity pay but shall not be eligible for nor receive any further longevity increases regardless of years of service.**
- B. Effective October 1, 2012, covered employees who were already receiving longevity pay as of October 1, 2012, will continue to receive longevity pay but the percentage amount of such pay shall be frozen and shall not increase.**
- C. Covered employees who were not already receiving longevity pay as of October 1, 2012, shall not be eligible to earn or receive longevity pay at any future date.**

**ARTICLE 14. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY**

- A.** In the event a covered employee assumes the duties of a position entailing greater responsibility than his or her presently assigned position, that employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the “A” step of the higher classification, whichever is higher, during the time the employee carries out the other duties.
- B.** The provisions of this Article are operative only when all of the following conditions occur:
  - (1)** Written direction has been given to the employee to assume the other duty by the employee’s department head or by a person so authorized by the department head.
  - (2)** The assumption of duties entailing greater responsibility must be taken for a period of one (1) work week (or 40 hours) in order for the provisions of this Article to apply. Said initial work week shall not be included in the increased pay calculations.
  - (3)** The position assumed has a job description in the most recent job classification and salary survey adopted by the Board of Supervisors.

**ARTICLE 15. RELEASE TIME**

- A.** The ASSOCIATION President and designated representatives shall have reasonable time off with pay for the purpose of carrying out ASSOCIATION related matters (not to exceed a total of three (3) persons). The ASSOCIATION representatives shall notify the Sheriff that they will be participating in ASSOCIATION matters.
- B.** The COUNTY agrees that covered employees may attend semi-annual ASSOCIATION membership meetings during working hours without loss of pay provided:
  - (1)** Attendance is verified by signature roster prepared and certified by the ASSOCIATION Secretary.
  - (2)** Attendance during working hours without loss of pay will be limited to two (2) hours per meeting.
  - (3)** The employee’s absence from work will not result in the lack of minimum coverage of office functions in the employee’s office as determined by the employee’s department head.

**ARTICLE 16. SHIFT DIFFERENTIAL PAY**

- A.** Night Shift 1830 to 0630 hours

Each covered employee shall receive a pay differential of seven and one-half (7.5%) of base pay in addition to his or her base hourly pay. Any such employee who works overtime in continuation of the night shift shall continue to receive the shift differential each hour of overtime worked.

**B. Relief Shift**

Relief shift is defined as any combination of days and night shifts scheduled in advance for a month, including utility and records relief assignments. Relief shifts will be designated in advance by the Sheriff or his designee at his direction. Each covered employee shall receive a pay differential of five percent (5%) in addition to his or her base hourly pay. Any such employee who works overtime in continuation of a relief shift shall continue to receive the shift differential each hour of overtime worked.

**C. Special Circumstances:**

Employees working shifts not defined as relief shifts will be treated as working relief shift if they are moved to another schedule (not including training) at the Sheriff's direction and will be entitled to at least 5% shift differential for the time the employee works the alternate shift. If any employee is moved to a night shift for a period covering a complete monthly pay cycle, then that employee will be redefined as working night shift and is entitled to night differential at 7.5% for the pay cycle. Any such employee who works overtime in continuation of a shift earning differential will continue to receive the shift differential each hour of overtime worked.

**ARTICLE 17. WORKSITE INSPECTION**

The COUNTY shall provide reasonable safety programs and annual on-site safety inspections in order to assure safe worksites for COUNTY employees. Department heads shall have the responsibility for scheduling the safety programs and annual on-site worksite inspections. Written complaints shall be filed with the Sheriff and copies shall be transmitted by employees who file them to the President of the ASSOCIATION. Should the complaint be unresolved by the Sheriff, an appeal of the matter shall be heard by the Worksite Safety Advisory Committee, which shall make its recommendation to the Board of Supervisors for a final decision.

The worksite Safety Advisory Committee shall be established as the need arises, and will consist of the COUNTY'S designated risk manager, one member designated by the ASSOCIATION, and one member appointed by the other two members.

**ARTICLE 18. UNIFORM ALLOWANCE AND UNIFORM MAINTENANCE ALLOWANCE**

Uniform allowance for each covered employee shall be \$500.00 per fiscal year, payable no later than the 10th of July. Each new employee hired after July 1, 2009, shall upon employment receive a \$500.00 uniform allowance. Should said new employee not complete twelve (12) months of service as a public safety officer of Mono County, the



County may recover \$40.00 per month from the new employee for each month of service not completed up to the 12th month. This sum calculated in accordance with the provisions of this paragraph shall be deducted from said employee's final paycheck.

Each covered employee shall also be entitled to receive an additional \$500.00 per year, said sum to be designated as uniform maintenance allowance, This maintenance allowance shall be paid on a quarterly basis no later than July 10th, October 10th, January 10th, and April 10<sup>th</sup>, in four (4) equal installments of \$125.00 each.

All insignia and equipment issued to employees shall be returned to Mono County Sheriff's Department in good condition, ordinary wear and tear excepted, prior to receipt of said employee's final paycheck, Any change or addition to the existing uniform which is ordered by the Sheriff's Department shall be at the County's expense. Compensation for uniforms will be included in the employee's normal payroll check and all checks will be direct deposit.

#### **ARTICLE 19. UNIFORM/CLOTHING**

All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination as to whether the clothing is replaced or repaired shall be made by the Sheriff or Assistant Sheriff.

#### **ARTICLE 20. CALL BACK**

A. A covered employee who is called into work at any time other than his or her normal working hours shall be paid for a minimum of four (4) hours of overtime. Should the duration of the call back exceed four (4) hours, the employee shall receive credit for overtime worked equal to the actual time worked. The provisions of this Article do not apply to extended shifts.

(1) If the call back occurs during swing, relief, or graveyard shift, the employee shall receive the applicable shift differential pay.

#### **ARTICLE 21. CALCULATION OF OVERTIME**

A. Calculation of Overtime: All time actually worked in excess of an employees regularly scheduled shift and including such overtime credit as is provided for in other articles, shall be credited or paid at a rate of pay equivalent to one and one-half (1 ½) times the employees regular rate of pay. Such overtime shall be paid, or compensatory time credited, as of the following pay day, should such overtime be submitted to the Sheriff, Under-Sheriff or designee on or before the 20th of that month. All overtime submitted after that date shall be paid, or compensatory time credited, as of the pay day subsequent to the following pay day. Notwithstanding any contrary provision of the County Code or personnel rules, use by an employee of any form of leave or CTO during a work shift shall NOT be counted as hours actually worked for purposes of determining whether overtime pay is owed. (NOTE: This provision is intended and shall be applied to treat covered employees in the same fashion as members of the Deputy Sheriffs' Association (DSA) for purposes of calculation of overtime.)

B. **Accumulation of Compensatory Time**: Covered employees may accumulate up to two hundred (200) hours of compensatory time off (CTO) as of December 31<sup>st</sup> of each year, at which point they will be paid off for any hours in excess of 200 (i.e., covered employees may accumulate more than 200 hours during the year).

C. **Travel Time**

Generally, travel time to and from work does not constitute hours worked. This is true whether the employee works at a fixed or at different job sites. However, time spent in travel during the workday must be counted as hours worked when it is related to the employee's job. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to the COUNTY'S instructions. The rate of pay for such additional travel time shall be five dollars (\$5.00) per hour. It is the intent of this paragraph that this rate of pay apply only to travel time for travel related to seminars and/or education.

- (1) **One-Day Travel Out of Town**: All travel time of an employee sent out of town by the COUNTY on a special one-day assignment shall be counted as hours worked, except any time spent traveling by the employee between his or her home and the terminal or a common carrier when such carrier is used to transport the employee. Also excluded from hours worked shall be the employee's usual meal time.
- (2) **Overnight Travel Out of Town**: If an employee's duties require him or her to travel out of town overnight, travel time during his or her normal working hours (on both normal working days and days that are normal days off) is counted as hours worked, except that the employee's usual meal time is not counted as hours worked.
- (3) **Use of Private Automobile on Travel Out of Town**: If an employee is offered public transportation, but requests permission to drive his or her own car instead, the employer may count as hours worked either the time spent driving the car or the time it would have had to count as hours worked during working hours if the employee had used public transportation.
- (4) **Work Performed While Traveling**: If an employee performs required work while traveling, the time involved must be counted as hours worked, except during the employee's usual meal periods.

## ARTICLE 22. **DRIVER'S PHYSICAL EXAMINATION**

When a physical examination is required for the acquisition or renewal of a driver's license and is required in the performance of a covered employee's duties, the examination shall be provided by a medical doctor designated by the COUNTY at the COUNTY'S expense. The examination shall be performed during the employee's regular working hours without any deduction in pay.

**ARTICLE 23. PERS BENEFITS**

- A. Each covered employee shall continue to pay the nine percent (9%) employee contribution to the Public Employee's Retirement System (PERS). The COUNTY shall continue to implement the IRS 414H2 program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions.**
- B. The COUNTY shall continue to provide each covered employee with the PERS "Level IV" Survivor Benefit. Any expense to an employee as a result of this benefit shall be paid by the COUNTY to PERS in the employee's name.**
- C. For employees hired prior to the effective date of the County's amendment of its contract with CalPERS to provide "3% at 55" retirement (See subsection D below), for purposes of PERS retirement, the "single highest year" shall be used for calculation of covered employees' earnings. For employees hired after the effective date of said amendment, final compensation for purposes of PERS retirement shall be determined using a three-year average.**
- D. As soon as reasonably practicable after ratification of this MOU, the COUNTY shall amend its PERS contract so as to provide covered employees hired after the effective date of the amendment with PERS "3% at 55" retirement using a three-year average for purposes of determining final compensation. Any employees hired prior to the effective date of that amendment shall continue to be enrolled in "3% at 50" safety retirement benefits under the COUNTY'S contract with PERS using "single highest year" for purposes of determining final compensation.**
- E. The COUNTY amended its contracts with PERS to provide the option under Section 21024 (military service credit as public service) at no cost to the COUNTY.**

**ARTICLE 24. SALARY ADJUSTMENT/TERM**

- A. There shall be no salary (base compensation) increases during the term of this MOU.**
- B. Effective upon MOU ratification and continuing through December 31, 2013, notwithstanding any contrary provision of the County Code or personnel rules, covered employees shall not be eligible to earn or receive "step increases." Effective January 1, 2014, employees shall again be eligible to earn or receive "step increases" but the years of service required in order to be eligible for a step increase shall be as follows: a new employee shall be eligible for their first step increase after one (1) year of satisfactory service; and any permanent covered employee who has already received at least their first step increase shall be eligible to advance to their next available step increase after a satisfactory period of two (2) more years of service. (NOTE:**

Time worked during the freeze period -- between MOU ratification and December 31, 2013 -- shall not be counted toward years of service for purposes of determining any step increases on or after January 1, 2014. In addition, as with any other MOU provision, this MOU provision shall prevail over any contrary provision in the County's personnel policies, including but not limited to provisions of any new personnel rules applicable to covered employees.)

- C. All employees will be required to utilize direct deposit of their payroll checks. In the event that a covered employee does not otherwise have a personal bank account capable of receiving direct deposit, the COUNTY will arrange to have such an account established for the employee (at a local bank selected by the COUNTY) at no cost to the employee.
- D. All employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set in his sole discretion.

#### **ARTICLE 25. HOLIDAY PAY**

- A. Holiday pay for covered employees shall be paid semi-annually no later than November 20<sup>th</sup> and May 20<sup>th</sup> of each fiscal year in the amount of ten percent (10%) of the employees' base pay. The semi-annual payment shall not be dependent upon the number of holidays during the six (6) month period immediately preceding payment. Employees hired less than six (6) months prior to any payment or who worked less than twelve (12) months per calendar year shall be compensated on a pro-rated basis (i.e., 10% of base pay since the date of hire or 10% of base pay for months actually worked (if any) during a particular semi-annual period).
- B. This policy will eliminate holidays from the work schedule, save special COUNTY holidays (specified in Mono County Code § 2.68.030(A)(14)), which will be paid. Any overtime work which falls on regular days off which is, coincidentally, a calendar holiday, shall be paid at the overtime rate.

#### **ARTICLE 26. COURT TIME**

If any covered employee makes a court appearance pursuant to lawful Subpoena for the purpose of testifying to facts, acts or events that occurred in the course and scope of his or her employment with the Mono County Sheriff's Office, and his or her court appearance does not commence and terminate entirely within his or her regular shift or extended shift, then such covered employee shall be entitled to credit for overtime as follows:

- A. When that portion of the court appearance that falls outside his or her regular or extended shift has a duration of less than four (4) hours, that covered employee shall receive credit for four (4) hours overtime;

- B. When that portion of the court appearance that falls outside his or her regular or extended shift has a duration of four (4) or more hours, that covered employee shall be entitled to credit for overtime equal to the actual time in court outside the regular or extended shift.

Should a covered employee receive notice not to appear for a scheduled court appearance anytime after the end of covered employee's last previous work shift and before leaving to attend such court session, the covered employee will receive \$100.00 in compensation.

#### **ARTICLE 27. TRAINING OFFICER PAY**

The COUNTY will continue to provide a five percent (5%) increase to the base compensation of a covered employee who is acting as a PSOA Training Officer, which shall last for the period during which such training actually occurs.

#### **ARTICLE 28. EDUCATION INCENTIVE PROGRAM**

- A. Covered employees who wish to enroll in job-related or promotion-oriented courses shall be reimbursed by the COUNTY for allowable expenses related to the courses in an amount not to exceed seven hundred dollars (\$700.00) per calendar year. Allowable expenses shall be actually incurred, shall include tuition costs and out-of-pocket expense for required course material and textbooks, and shall be subject to the following:
  - (1) Courses must be taken at or by correspondence from an accredited institution, if comparable courses are not offered in local schools, or if the work assignment of the individual is such that it does not permit regular classroom attendance.
  - (2) Employees will not be granted time off from their regular work schedule to attend such courses, unless approved by the County Administrative Officer (C.A.O.).
  - (3) Approval for educational assistance program shall be at the written discretion of the employee's department head, and the C.A.O. Such approval shall be obtained by the employee prior to enrollment. A copy of the written approval shall be filed by the C.A.O. with the Auditor's office.
  - (4) Required course material and textbooks may be retained by the employee upon satisfactory completion of the course.
- B. Reimbursement shall be made to the employee within fifteen (15) calendar days after presentation to the Auditor's office of appropriate receipts and proof of completion of the course with a minimum grade of "C" or its equivalent.

#### **ARTICLE 29. BILINGUAL PAY**

COUNTY shall provide two hundred dollars (\$200) per month additional compensation for those covered employees who are fluent in Spanish or such other non-English language as the COUNTY may determine it needs and who pass the same standardized testing for bilingual fluency that the COUNTY requires miscellaneous employees (e.g., employees in social services and public health) to pass in order to receive bilingual pay. Compensation for a given employee shall be paid prospectively as of the date eligibility has been determined by the COUNTY.

#### **ARTICLE 30. EQUIPMENT**

The COUNTY agrees to provide employees with the following equipment, and thereafter replace or repair such equipment when deemed necessary by the department:

- Cold Weather Jacket
- Handcuffs and Handcuffs Case
- Flashlight and Holder, Batteries, and Bulb
- Ammunition & Gun Cleaning Supplies
- Protective Ear & Eye Wear For Range
- Pepper Spray and Holder (after Training)
- Sam Browne Duty Belt
- Duty Weapon, Holster, and Magazines (after Training)
- ASP Baton & Holder (after Training)
- Taser & Holster (after Training)

#### **ARTICLE 31. AGENCY SHOP**

##### **A. Association Membership Dues and Service Fees**

- (1) Each covered employee shall pay to the ASSOCIATION a monthly "service fee." As a condition of employment, covered employees shall pay association dues which include the above fee.
- (2) The service fee shall not include any increment for expenditures, if any, made by the ASSOCIATION for political or ideological purposes.
- (3) It shall be the responsibility of the Mono County C.A.O. to notify each new employee of the agency shop provisions of the MCPSOA MOU and to request the employee to sign a withholding authorization. If the employee refuses to sign the withholding authorization, he or she shall be deemed to fail to satisfy a condition of employment and may be subject to termination unless he or she complies. No fees, dues or assessments will be withheld until a signed authorization is on file with the COUNTY Auditor-Controller.
- (4) An employee who is a member of a bona fide religion which prohibits participation in a public employees bargaining organization, shall pay, in lieu of the service fee, a sum in a like amount to a charitable fund exempt from taxation pursuant to Internal Revenue Code 501 (c) (3). It shall be the responsibility of

each employee who elects to make a charitable contribution (instead of paying a service fee), to notify the ASSOCIATION of the name and address of the qualified charitable fund which is receiving the employee's contribution from the employee. At the written request of the ASSOCIATION, the employee shall provide proof to the ASSOCIATION of the identity of the charitable fund and the making of the charitable contribution. In the event the employee does not provide the requested proof of payment within thirty (30) days of giving a written request thereof, then the monthly service fee for the period the service fee was not paid by the employee shall be deducted from the employee's pay by the Auditor-Controller upon written notice by the ASSOCIATION.

- (5) The COUNTY shall deduct the service fee from the monthly paycheck of each employee and shall remit the same to the ASSOCIATION.

**B. Hold Harmless**

The ASSOCIATION shall defend, indemnify and hold harmless the COUNTY on account of all claims against the COUNTY, and all lawsuits in which the COUNTY is a party defendant as a result of the provisions of this Article, except for claims against the COUNTY which arise from the intentional, wanton or reckless acts (or malice, fraud or oppression) of the COUNTY.

**C. Financial Harmless**

The ASSOCIATION shall keep an adequate, itemized record of its financial transactions and shall make available annually, to ASSOCIATION covered employees within sixty (60) days after the end of the fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operation statement, certified as to accuracy by its President and Treasurer or corresponding principal officer, or by a certified public accountant.

**D. Representation of All Covered Employees**

The ASSOCIATION shall fairly and equally represent each covered employee.

**E. Amendments; Effective Date of Agency Shop Provisions**

If any provision of this Article becomes void, invalid or unenforceable as a result of the decision of a court of competent jurisdiction or a published appellate court opinion, the parties agree to amend the Article to comply with the decision or opinion.

**ARTICLE 32. BENEFITS OF OTHER BARGAINING UNITS**

In negotiating with the ASSOCIATION for a successor to the MOU, the COUNTY shall make available to the ASSOCIATION non-confidential information pertaining to and shall consider in good faith in such negotiations, the extent of wage or pay and other benefit

increases heretofore or hereafter given to employees in other bargaining units. The COUNTY shall treat covered employees fairly and equitably in comparison to employees represented by other bargaining units, including the provisions of Government Code Section 3247, et seq.

**ARTICLE 33. PUBLIC SAFETY OFFICER (4850 IOD)**

Each Public Safety Officer shall be provided with Labor Code Section 4850 benefits pursuant to the terms of that statute.

**ARTICLE 34. MISCELLANEOUS PROVISIONS**

**A. Entire Agreement**

Except as provided in specific articles pertaining to future agreements between the parties on specific issues, the MOU constitutes the entire understanding of the parties. Any specific agreements which vary or modify any provision of the MOU shall be in writing and signed by both parties, the ASSOCIATION and the COUNTY.

**B. Work Schedule.**

An alternate 12-hour work schedule is adopted for all Jail and Dispatch employees primarily consisting of six (6)-12 hour shifts and one (1)-8 hour shift per fourteen (14) day work period. Supervisory employees (Jail Sergeant and SPSOs) and the employee assigned to the Records Position will adopt an alternate 10-hour schedule consisting of eight (8)-10 hour shifts during the fourteen (14) day work period. The work period is defined as Sunday through the second Saturday following and will be the same fourteen day work period for all members. It is understood that exceptions to this schedule may/will occur to accommodate training and/or emergencies and all efforts will be made to ensure at least eighty (80) total work hours in the work period for all employees.

It is understood that all hours worked over 80 hours in the work period will be considered and paid as overtime. "Work Time is defined as all time physically on the job (including travel time for training) as well as: sick time-off using earned Sick Time and/or pre-approved time-off taken as Vacation and/or Compensatory Time Off (CTO). The Sheriff, acting in good faith, reserves the right to alter or change the schedule as the Sheriff deems necessary. In the case of public emergency this change can be effected without notice. For all other reasons, other than emergency, at least one (1) month notice will be given.

**C. New Personnel Rules (Personnel System).**

ASSOCIATION agrees to the COUNTY's proposed new and/or revised personnel rules (Personnel System), in the form presented to ASSOCIATION by COUNTY prior to entry into this MOU. Said Personnel System shall supersede any other personnel policies and rules set forth in any other documents, including but not limited to Chapter 2.68 of the County Code and the Personnel Policies and Procedures Handbook adopted by Resolution 82-27; provided, however, that in



the event of a conflict between the Personnel System and any provision of this MOU, the provision of this MOU shall control. Notwithstanding the foregoing, any disciplinary actions that were initiated against covered employees but not finalized prior to this MOU is ratified (including any appeals of such actions) shall continue to be governed by the personnel rules in effect when the disciplinary action was initiated. Notwithstanding any other provision of this MOU, the parties agree that COUNTY may during the term of this MOU propose revisions to such rules and/or additional personnel rules, provided that COUNTY allows an appropriate opportunity for affected employees and their bargaining units to “meet-and-confer” in compliance with the Meyers-Miliias-Brown Act. ASSOCIATION agrees that once the COUNTY has duly adopted any such new and/or revised personnel rules, such rules shall apply to all employees covered by this MOU.

**D. Amendments**

The MOU can be amended only in writing by mutual agreement after good faith negotiations between the parties. Any purported oral amendment shall be void and of no legal force or effect whatsoever.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding with the intent that it be effective for the periods herein specified.

\_\_\_\_\_  
**SCOTT BUSH, PRESIDENT**  
Mono County Public Safety Officers' Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
**VIKKI BAUER, CHAIR**  
Board of Supervisors  
County of Mono

\_\_\_\_\_  
Date

**MONO COUNTY  
PERSONNEL SYSTEM**

**Sections:**

<b>010</b>	<b>Short Title</b>
<b>020</b>	<b>Application</b>
<b>030</b>	<b>No Contract Created</b>
<b>040</b>	<b>Right to Amend, Delete or Suspend</b>
<b>050</b>	<b>Definitions</b>
<b>060</b>	<b>Classification and Reclassification</b>
<b>070</b>	<b>Salary Plan</b>
<b>080</b>	<b>Salary Upon Hire</b>
<b>090</b>	<b>Salary Step Advancement</b>
<b>100</b>	<b>Salary on Promotion</b>
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<b>120</b>	<b>Salary Upon Demotion</b>
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<b>140</b>	<b>Salary Placement for Emergency, Seasonal, Limited Term, and Temporary Employees</b>
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<b>240</b>	<b>Payroll Periods</b>
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<b>290</b>	<b>Leave of Absence Due to Death in Family</b>
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<b>320</b>	<b>Jury Duty Leave</b>
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<b>340</b>	<b>Pregnancy Disability Leave</b>
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<b>380</b>	<b>Employee Standards of Conduct</b>
<b>390</b>	<b>Discrimination Prohibited</b>
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<b>420</b>	<b>Investigative and Corrective Action for Complaints of Discrimination and/or Discriminatory Harassment</b>

430	<b>Anti-Violence in the Workplace Policy</b>
440	<b>Improper Political Activity</b>
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580	<b>Grievance – Procedure</b>
590	<b>Grievance – Confidentiality</b>
600	<b>Layoff</b>
610	<b>Personnel Records</b>
620	<b>Travel</b>
630	<b>Travel Authorization</b>
640	<b>Travel Reimbursement</b>
650	<b>Travel Advance</b>
660	<b>Travel Claim Procedure</b>
670	<b>Employer/Employee Relations Policy</b>

## **010 Short Title**

The personnel policies set forth in this document shall be known as the “Mono County Personnel System” or “Mono County Personnel Code.”

## **020 Application**

The provisions of this Personnel System apply to all County employees whose positions are represented by the Mono County Public Safety Officers’ Association (PSO) bargaining unit unless a specific policy and/or procedure indicates otherwise. Exceptions to the application of this Personnel System are as follows:

A. If a provision of this Personnel System is in conflict with a provision of an applicable collective bargaining agreement negotiated between the County and the majority representative of the PSO bargaining unit, to the extent of such conflict, the provision of the bargaining agreement shall be controlling unless the provision in this Personnel System has been negotiated more recently.

B. Should a conflict exist between the provisions of this Personnel System and any state or federal law, the provisions of such state or federal law shall prevail.

## **030 No Contract Created**

No provision in this Personnel System creates a contract of employment, expressed or implied, or any rights in the nature of a contract.

## **040 Right to Amend, Delete or Suspend**

Any provision of this Personnel System may be amended by adding to, deleting or changing the provision, by action of the Board of Supervisors. Any provision may be suspended by action of the Board of Supervisors. The County will not take any action to amend, delete, or suspend a provision of this Personnel System without first meeting and conferring with the majority representatives of affected bargaining units.

The County Administrative Officer (CAO) may issue administrative policies and procedures in addition to the rules set forth in this Personnel System that are not inconsistent with or conflict with the provisions of this Personnel System or any collective bargaining agreement. This Personnel System may be amended by the Board of Supervisors to add any policy or procedure so issued.

## **050 Definitions**

The following terms as used in this Personnel System shall, unless the context indicates otherwise, have the respective meanings set forth in this section:

1. Administrative Leave. Special leave which may be approved by the County Administrative Officer, or the Board of Supervisors, which temporarily relieves an employee from being present at work. This leave shall be granted to achieve a legitimate business purpose of the County. This leave shall be granted for a specified period of time.
2. Allocation. The official assignment of the position(s) to a designated class.

3. Anniversary date. The date recurring yearly upon an employee's most recent permanent appointment, including reclassifications, promotions and demotions.
4. Applicant. A person who has timely submitted all the required documentation for an examination.
5. Appointing Authority. The person(s) having authority to appoint or to remove persons from positions in the County service or a subordinate to whom this authority has been delegated. This authority is subject to approval or ratification by the County Administrative Officer or his or her designee.
6. Appointment. The conditional offer of and acceptance by a candidate to a position in the County service. Appointments are described in Section 2.68.170
7. At-Will Employee. Employees expressly designated as "At-Will" by the Board of Supervisors. It also includes emergency, limited term, retired annuitants, seasonal and temporary employees. At-will employees serve at the pleasure of the appointing authority and can be removed without cause or right of appeal.
8. Board of Supervisors. The Board of Supervisors of Mono County.
9. Business Days. Calendar days exclusive of Saturdays, Sundays, legal holidays, and County holidays.
10. Certification. The Human Resources Director's transmittal to a hiring department of names of available candidates for employment from a list of eligible's in the manner prescribed in these Rules.
11. Classification Plan. An orderly arrangement of titles and descriptions of separate and distinct classes in competitive civil service.
12. Continuous Service. Permanent employment with the County without interruption except for authorized absences or absences to serve in the armed forces of the United States.
13. County. The County of Mono, a political subdivision of the State of California; also known as "Mono County."
14. County Administrative Officer. (CAO) This position is responsible to the Board of Supervisors for the proper and efficient administration of all County offices, departments, institutions, and special districts under the jurisdiction of the Board of Supervisors. The Board of Supervisors and its members have delegated administrative supervision over County governmental activities to the County Administrative Officer and shall, except for the purposes of normal inquiry, not intervene or detract from the delegation. The general administrative responsibilities of this position are outlined in Section 2.84.060 of the Mono County Code. The person who fills this position is appointed by, and serves at the will and pleasure of, the Board of Supervisors.
15. Day. A day shall be calendar day unless otherwise specified. A working or business day shall be any day that the County is regularly open for business.
16. Demotion. A change of status of an employee from a position in one classification to a position in another classification with lesser duties and/or responsibilities, and a lower salary range. A

demotion may be voluntary or involuntary. The demoted employee's anniversary date shall become the effective date of the demotion.

17. Department Head. The head of an established office or department including elected officers who head such an office or department. Unless specifically excluded all Department Heads have appointing authority.
18. Discharge. Separation from employment as a disciplinary measure or for failure to maintain requirements of minimum qualifications.
19. Discipline. Oral reprimand, written reprimand, suspension without pay, demotion, or dismissal of an employee.
20. Dismissal. Termination of a permanent full-time or permanent part-time employee for cause.
21. Domestic Partner. A person who is in a committed relationship with a County employee and has established a domestic partnership pursuant to California Family Code Section 297, and as that section may be amended from time to time.
22. Eligible List. Any of the lists of names of persons who have been found qualified through suitable examination for employment in a specific class or position in the competitive civil service arranged in rank order.
23. Emergency. An unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.
24. Emergency Employee. A person meeting the minimum qualifications for the job who is employed without going through the recruitment and selection process because of an emergency. Emergency employees serve at-will for a maximum of 30 consecutive working days and do not receive benefits unless required by law.
25. Employee. Any person holding a position of employment with the County which has been duly established by ordinance or resolution of the Board of Supervisors. This includes appointed Department Heads and appointed officers. It excludes elected Department Heads and elected officials.
26. Full-Time Employee. Shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal to those of a full workweek or work period as described hereinafter.
27. Hard to Fill. A determination made by the CAO when no qualified applications have been filed for an advertised vacancy in a classification for a period of at least six continuous months and when the business needs of a Department require the immediate filling of a vacant position.
28. Hiring Date. The date an employee is first hired by the County and the initial anniversary date. If an employee separates from continuous County employment a new hiring date shall be established if the employee returns to County service unless the first hiring date is required to be maintained pursuant to state, federal, or County leave laws.

29. Human Resources Director. The position serving at the will and pleasure of the County Administrative Officer which has day-to-day responsibility for the management and administration of the County personnel system, job classification plan, compensation system, position control, and labor relations. The authority of this position is dependent upon the level of delegation granted by the County Administrative Officer.
30. Job Classification. A position or group of positions having the same title, class specification, minimum qualifications, and salary or salary range.
31. Layoff. Separation of an employee from employment because of lack of available work, lack of available funds, or reorganization.
32. Limited Term. Shall mean an appointment of an employee who only works for a fixed or limited duration. Where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. A limited-term employee may also be used to fill a regular position when the incumbent employee is on an approved leave of absence.
33. Limited Term Employee. An employee meeting the minimum qualification for the job and serving for a specified period of time with a definite beginning date and definite ending date. A person may not have a limited term appointment simultaneously with any other type of appointment. A limited term appointment may not be held for more than nine (9) months in any consecutive 12 month period. A person holding a Limited Term Appointment will be eligible to receive County of Mono benefits, except employees employed less than 1000 hours will not be eligible to receive PERS retirement or healthcare benefits. At the discretion of the County of Mono, a person having successfully completed a limited term appointment period will be eligible for re-appointment within the limitations described above.
34. Local Agency Personnel Standards (or "LAPS"). A personnel system and rules applicable to certain County employees (typically Social Services and Child Support Services) pursuant to State law and regulations generally set forth in 2 CCR Sections 17010 et seq., and as those rules may be amended from time to time.
35. Permanent Employee. Shall mean a person who is not on probation and is employed in a regular position. Can be permanent full-time, permanent part-time or limited-term position.
36. Permanent Position. Any employment within the County, comprised of a defined set of duties and responsibilities, duly authorized by the Board of Supervisors, and which requires the full-time or part-time employment of one person.
37. Permanent Status. The status of an employee who is retained in a permanent position after the successful completion of a probationary period.
38. Personnel Appeals Board. A panel consisting of three members appointed from a pool to hear disciplinary appeals and grievances, as described more fully in Section 2.68.540.
39. Probationary Period. Final phase of the examination period, lasting 12 months, during which an employee is required to demonstrate competency in the knowledge, skills, abilities, and character necessary to successfully perform the duties and responsibilities of a position. Periods of absence that are more than 20 working days long shall toll the probationary period for the number of days

equal to the absence, and the County is entitled to ascertain if the employee can perform the full range of duties upon return from an extended leave of absence.

40. Probationary Status. The status of an employee who has been appointed to a permanent position but who has not completed the probationary period for that position.
41. Probationer. An employee who has probationary status.
42. Promotion. An employee is promoted when he/she moves from one classification to another classification with a higher salary and higher level of duties and responsibilities after successfully completing the examination process or by direct appointment.
43. Reassignment. Assignment of an employee without examination, from one position within a department to another position in the same department in the same class and at the same pay range.
44. Reclassification. A reallocation of a position to a different or a new classification because of a significant change over time in duties and/or responsibility.
45. Reduction in Lieu of Layoff. The voluntary reduction of an employee who has permanent status in a position for reasons related to lack of funds, lack of work, or reorganization.
46. Reemployment. The employment without examination of permanent employees separated from employment due to layoff.
47. Reinstatement List. An eligible list of names of persons, arranged in the order as provided by this Article, who have occupied permanent positions and who have been separated from their employment as a result of layoff and who are entitled to have their names certified to appointing authorities under the provisions of this Article.
48. Resignation. A resignation is a voluntary termination of employment initiated by the employee.
49. Retired Annuitant. An employee hired on a limited-term basis who has retired from public employment, is receiving PERS or reciprocal retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants.
50. Salary reallocation. Movement of a job classification from one salary range or rate to another salary range or rate by virtue of labor market analysis or readjustment of internal pay alignments. Such action must be approved by the Board of Supervisors. An employee shall not be moved to a lower pay step if the salary reallocation is from one salary range to another salary range.
51. Seasonal Employee. An employee hired to work only part of the year to conduct seasonal work. This employee may only be employed during specified periods of the year for 960 hours or less. A seasonal employee is at-will, must complete the recruitment and selection process, and receives no benefits unless required by law. Designated classifications that otherwise meet this definition may be classified instead as permanent part-time employees, and seasonal employment positions may be filled by retired annuitants if so designated by the Board of Supervisors.



- 52. Seniority. Total length of the most recent continuous employment with the County.
- 53. Separation. The cessation of a person’s employment from County service, including but not limited to resignation, medical separation, retirement, conclusion of appointment, removal, and discharge.
- 54. Shall and May. “Shall” is mandatory and “may” refers to a permissive action that the County, or its designated agent or employee, is authorized, but is not required, to take.
- 55. Suspension. An involuntary absence from work without pay for disciplinary reasons.
- 56. Temporary Employee. An employee hired part-time or full-time on a temporary basis that does not attain the status of a probationary or permanent employee and can be removed at any time without cause or right to appeal. Temporary employees are at-will, must complete the recruitment and selection process, and receive no benefits unless required by law. A temporary employee shall not work more than 125 days if employed on a per diem basis. If not employed on per diem basis, said employees shall not work more than 960 hours in a fiscal year or work full time for 6 months.
- 57. Transfer. A reassignment of an employee who meets the minimum qualifications from one department to another department either in the same classification or another classification at the same salary level or to a different classification in the same department with the same salary level.
- 58. Y-Rate. When an employee is placed in a job classification for non-disciplinary reasons (i.e. voluntary demotion, demotion in lieu of layoff, downward reclassification of position, etc.) with a lower rate and their current basic rate of pay exceeds the basic rate of the maximum step (E-Step) of the new job classification, the employee’s rate of pay shall be frozen until such time that maximum step of the new job classification becomes equal to or greater than the employee’s frozen pay rate. When that event occurs, the employee shall be placed on the maximum step of the new job classification and further pay adjustments shall occur as warranted. During the Y-Rate period an employee shall only receive a pay adjustment if they become eligible for a longevity pay adjustment if the employee is eligible for longevity pay pursuant to the employee’s applicable collective bargaining agreement.

**060 Classification and Reclassification**

- A. Classification Plan. A classification plan will be established for all County positions. The plan will consist of classifications as defined and described in the official class specifications as adopted by the Board of Supervisors.
- B. Allocation of Positions. All positions in the County service will be allocated to an appropriate classification in the classification plan pursuant to an analysis performed by the Human Resource Director and approval by the Board of Supervisors.
- C. Class Specification. A written description, known as a class specification, will be prepared for each job classification. Class specifications are descriptive and not restrictive. Each class specification shall include the following:
  - 1. A general definition of the job classification;
  - 2. Any specific factors which distinguish the job classification from similar job classifications;

3. The general placement of the job classification in the County organizational structure;
4. The essential functions of the job to be performed;
5. The essential duties and responsibilities of the job to be performed;
6. The knowledge, skill and ability requirements to successfully perform the job;
7. Any general or specific educational and/or experience requirements or preferences;
8. Any licensing and certification requirements;
9. The working conditions and physical and mental requirements of the job;
10. The classification specification shall also indicate the date on which it was prepared, a bargaining unit designation, FLSA status, and an EEO reporting category;
11. Any other information deemed necessary or desirable by the Human Resources Director.

D. Reclassification. A position may be reclassified after completion of a classification study. A position may be reclassified to a higher class, a lower class or another class at the same level.

1. A Department Head may request a reclassification.
2. Reclassification requests from the Department Head must be made in writing to the Human Resources Director during the budget process. At the discretion of the Human Resources Director, in consultation with the County Administrative Officer, a specific time period may be set aside for reclassification requests during any Fiscal Year.
3. Incumbents in a position being considered for reclassification shall be allowed to provide statements and evidence as may affect the reclassification of the position.
4. Incumbents of reclassified positions may be moved to the level of the reclassification if the position is reclassified to a higher level in a class series and the incumbent has performed the duties and responsibilities of the higher level classification and met minimum qualifications of the higher level, as determined by the Human Resources Director, in his or her sole discretion. In some instances, the reclassification study will result in the allocation of a new position or classification that may require a new recruitment, as determined by the Human Resources Director, in consultation with the CAO. The employee's anniversary date and step will not change. The Human Resources Director's decision may be appealed by the Department Head to the County Administrative Officer within ten (10) calendar days after the decision has been made in writing to the appropriate parties. The County Administrative Officer's decision shall be final.

## **070 Salary Plan**

The Board of Supervisors will establish a salary plan for all classifications.

## **080 Salary Upon Hire**

New employees shall be placed on the salary range for their classification at step "A." New employees may be placed above step "A" under the following circumstances:

- A. When the results of examinations conducted by or provided to the County as part of its recruitment process show a prospective employee or employee-examinee to possess

exceptional qualifications, the Board of Supervisors may grant the appointing authority the power to hire such person at any salary step of a particular salary classification.

- B. Whenever there are no applications filed for an advertised vacancy in a classification during a period of at least six continuous months, and when the business needs of a Department require the immediate filling of a vacant position, the County Administrative Officer may, in his or her sole discretion, and subject to approval by the Board of Supervisors, determine that the classification is temporarily “hard-to-fill” and, on that basis, authorize the vacancy to be advertised and filled at any step, up to and including step E of that classification.
1. Said determination may be made with respect to classification vacancies within a particular department. (e.g. if the classification is only “hard-to-fill” in certain departments.)
  2. The “hard-to-fill” determination shall remain in effect until the County Administrative Officer declares otherwise.
  3. In the event the determination is made and the “hard-to-fill” vacancy is filled at any step above step “A,” then all existing employees in the same classification (only in the affected department in the event that the hard-to-fill determination has been so limited) shall receive one or more step increases, effective on the date the vacancy is filled (i.e., when the employment of the new employee commences), equal to the number of steps beyond step “A” at which the new employee has started.
  4. In the event that more than one vacancy exists or multiple vacancies occur during the period of time that the position is deemed “hard-to-fill” the total number of step increases by existing employees shall not exceed the greatest number of steps beyond step “A,” at which any new employee is started. For example, if a new employee in a “hard to fill classification started at Step “C” (which is two steps beyond step “A”), then an existing employee at step “A” would move to step “C”, and an existing employee at step “D” would move to step “E”, and an existing employee at Step “E” will simply remain at that step. If a subsequent new employee started at step “D” (three steps beyond step “A”), then existing employees would only move one additional step (not exceeding step “E”) in recognition of already having moved two steps previously when the first new employee started at step “C.”
  5. If further vacancies are then filled while the classification remains “hard-to fill,” there would be no additional step increases to existing employees. In other words, existing employees may receive no more than three step increases as a result of vacancies being filled in a “hard to fill” classification.
  6. Step increases under this subdivision (B) shall not affect or change otherwise effective dates for step increases as set forth in any other subdivision of this policy.

## **090 Salary Step Advancement**

After six months of satisfactory service a new, probationary employee who started at Step A, or a current employee promoted to a new position at Step A, is eligible to receive a step advancement to Step B. An employee receiving such a step increase will have their anniversary date changed

to the date upon which the employee receives this step increase. All permanent County employees at any step other than Step "A," (excepting Department Heads, at-will employees, and elected officials) will become eligible to advance one step after a satisfactory service period of one year on the employee's anniversary date. Step increases shall not be automatic, but shall only be given upon affirmative recommendation of the Department Head following the completion of a performance evaluation where the performance is rated as satisfactory or better. Step increases may also be suspended by action of, or pursuant to the direction of, the Board of Supervisors.

- A. If an employee is hired after the 15<sup>th</sup> of the month, the first day of the month subsequent to the month in which the employee is hired becomes the employee's anniversary date.
- B. If an employee is hired on or before the 15<sup>th</sup> of the month, the first day of that month in which an employee is hired becomes the employee's anniversary date.

#### **100 Salary on Promotion**

An employee who is promoted to a different classification shall be placed on the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above the employee's current salary. The employee shall have a new anniversary date that is the effective date of the promotion.

#### **110 Salary on Reclassification**

A permanent employee who is reclassified will retain their present anniversary date and shall receive the salary set forth below:

- A. If the position is reclassified to a class with the same salary range as an employee's current job class, the salary and anniversary date of the employee shall not change.
- B. If the position is reclassified to a class with a higher salary level than an employee's current job class, the employee shall be placed on the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above the employee's current salary. The employee shall have a new anniversary date that is the effective date of the promotion.
- C. If the position is reclassified to a class which is allocated to a lower salary range, the salary and step of the employee will not change. The employee will retain their current salary rate until such time as the new salary rate is equal to or higher than his or her prior salary. When this event occurs, the employee's salary shall be adjusted to the new rate and further salary increases will occur normally.

#### **120 Salary Upon Demotion**

An employee who is demoted will be placed within the salary range for the class into which he/she is demoted. The salary may be set at the step which is lower and closest to the salary rate which the employee was receiving before a demotion, unless it is determined by the Human Resources Director that the demotion warrants a different step placement. The employee shall have a new anniversary date that is the effective date of the demotion.

#### **130 Salary Upon Transfer**

Any employee transferred from one County department to another in the same class will remain at the same pay step with the same anniversary date.

**140            Salary Placement for Emergency, Seasonal, Limited Term, and Temporary Employees**

Emergency, Seasonal, Limited Term, Retired Annuitants, and Temporary employees are at-will and shall not work more than 125 days if employed on a per diem basis. If not employed on per diem basis, said employees shall not work more than 960 hours in a fiscal year or work full time for 6 months. Emergency, seasonal, limited term and temporary employees shall be paid at a rate as determined by the County.

**150    Recruitment**

- A.    Declaring a Vacancy. A Department Head will notify the Human Resources Director when a vacancy occurs or is anticipated. The Human Resources Director will review the official County Position Allocation List and verify that a vacancy does exist.
  
- B.    Determining How Vacancy is Filled. The Department Head will communicate with the Human Resources Director and the Human Resources Director, after consulting with the Department Head and with the approval of the County Administrative Officer, will then determine if the vacancy will be filled through an interdepartmental transfer, from an existing eligibility list, an intra department promotion, or through an in-house or open recruitment. If there is an existing eligibility list for the vacant position, the vacancy may be filled from the list unless it includes less than five names. In the event an open recruitment is done, and notwithstanding any other provision of this Personnel System, the County shall include in the group of candidates to be interviewed any County employees who file timely and complete applications for the position, provided they have not been subject to any final disciplinary action within the prior twelve months.
  
- C.    Announcement. If it is determined that an open recruitment should be done, the Human Resources Director will direct the preparation of the job announcement in consultation with the Department Head. Each announcement will state the duties and salary range of the class; the method of evaluating the education, experience and personal qualifications of the applicants; the place and date to file an application; the selection procedures; and such additional information as may be appropriate in the opinion of the Human Resources Director. The announcement will also state where the principal office for the position is and a statement that the County may change principal office if necessary to meet County business needs.
  
- D.    Posting of Announcement. The Human Resources Director will post a job announcement at appropriate County facilities, including County websites, so that it is accessible to County employees, employee organizations, and the public. If deemed appropriate, the Human Resources Director will advertise in newspapers circulated throughout all areas of the County, prepare a campaign of advertisement outside the County, as determined by the Human Resources Director, and send the announcement to other appropriate governmental agencies.

- E. Application. Unless otherwise announced, all applications for employment must be made upon a County employment application form. Each application must be signed by the applicant and certified that all statements contained therein are true and correct. The original application must be filed as indicated in the job announcement. All applications, resumes and documents pertinent to an application for employment become the property of the County. Final determination as to the qualifications for a position rests with the Department Head and the Human Resources Director.
1. All applications must be filed within the time specified in the job announcement, unless the time for filing is extended by the Department Head with the approval of the Human Resources Director.
  2. A separate and complete application is necessary for each new recruitment unless a previous application is on file for a period less than one year.
  3. The recruitment may be for a specific time period or may be, upon the recommendation of the Department Head and Human Resources Director, a continuous or open recruitment until filled by a qualified applicant.
- F. Disqualification of Applicants: The Human Resources Director, in consultation with the Department Head, may refuse to accept an application, refuse to examine an applicant, or otherwise consider any person ineligible for employment who:
1. Lacks any of the minimum qualifications established for the position for which the applicant applies;
  2. Is physically or mentally unable to perform the duties of the position and, if the applicant is disabled, cannot be reasonably accommodated or would present a direct and imminent threat as defined under federal and state law.
  3. Is a current user of illegal drugs;
  4. Has been convicted of a misdemeanor which is job related, a crime of moral turpitude, or of any felony;
  5. Has been dismissed from any position for any cause which would be cause for dismissal from County service;
  6. Has attempted to practice any deception or fraud in the selection procedure or in securing eligibility;
  7. Has used or attempted to use political influence or other methods in order to gain advantage in an examination, application or employment;
  8. Failed to reply within a reasonable time to any communication concerning an applicant's availability for employment, as determined by the Human Resources Director.
  9. Has made himself or herself unavailable for employment by requesting his/her name be withheld from placement on a certified eligibility list;

10. Is a relative by blood or marriage to a County Officer or appointed Department Head of the department in which employment is sought, or would be a direct supervisor of, or subject to the direct supervision of, a relative by blood or marriage, unless such employment is authorized by a four-fifths vote of the Board of Supervisors; or
11. For any material cause which in the judgment of the Human Resources Director, in consultation with the Department Head, will render the applicant unsuitable for the position, including but not limited to information obtained during a background and/or reference check, a prior resignation or termination from employment, failure during any probationary period, failure to pass the background check for a similar position in the County, or prior disciplinary action.

## 160 Examination Process

- A. The Human Resources Director will conduct an examination process whenever he or she determines that it is necessary. A Department Head will be consulted in advance as to the nature of the examination. The examination will be competitive, impartial, practical in character, and fairly test the relative ability of the persons examined to discharge the duties and responsibilities of the classification for which the examination is given. Only applicants who meet the minimum qualifications for the position as established in the job announcement or class specification (and who is not otherwise disqualified) may be advanced in the examination process.
- B. The examination process may include, but is not limited to, one or more of the following:
  1. An appraisal of qualifications presented in the application materials. A quantifiable rating may be assigned to distinguish those candidates who are most qualified to be advanced further in the process or to establish a ranking of candidates if no further examination process is conducted;
  2. A written examination specifically related to the job functions of the class for which the examination is being conducted;
  3. A field test and/or performance test;
  4. An Oral Examination Board. If an oral examination board is used, the board must have at least two members who are subject matter experts in the area examined, as determined by the Department Head or Human Resources Director in their sole discretion;
  5. Additional Oral Interviews. The most qualified candidate(s) may be asked to participate in additional oral interviews following the other steps of the examination process.
- C. Reasonable Accommodation and Testing. Should an otherwise qualified applicant for a position who is disabled within the definition of State or federal law request reasonable accommodation for any part of the examination process, the Human Resources Director shall modify the examination process for that particular applicant.

- D. Background Investigation. Candidates for County employment may be subject to appropriate investigation including but not limited to:
1. Employment history investigation including references;
  2. Personal and character investigation including credit history;
  3. Fingerprinting;
  4. Search of record of convictions and for some classifications search of record of arrest(s);
  5. Post-employment offer physical or psychological test including a drug and alcohol screen test for designated job classifications for which such testing is necessary;
  6. Verification of education or license if required for the job; and
  7. Post-employment offer proof of citizenship or legal right to work in the United States.
- E. Eligibility List. The names of candidates successfully passing an examination in the opinion of the Human Resources Director may be entered on an eligibility list for the vacant position.
- F. Duration of Eligibility List. An eligibility list resulting from the examination process may be in effect for 12 months from the date it is established and may be extended or abolished in the discretion of the Human Resources Director. The names of candidates may be removed from the eligibility list for the following reasons:
1. For any cause of disqualification as set forth above in section 2.68.150.F.
  2. Any evidence that the candidate cannot be located by the postal authorities.
  3. On receipt of a statement from the candidate declining an appointment or stating that the candidate no longer desires consideration for a position for a position for which the list was established.
  4. After refusal of two offers of appointment to the class for which the eligibility list was established.
  5. Failure to respond within a specified time after an offer of employment without suitable explanation.
- G. Alternate Eligibility List. If a department other than the department with the vacancy has established a qualified eligibility list, the Department Head seeking to fill a vacancy in the same classification may select any candidate from the list established by the other department. Any further examination of the candidate will be at the discretion of the Department Head seeking to fill the vacancy.
- H. Eligibility List for Another Class of Same or Higher Rank. Where no eligibility list is in existence for a classification, appointment may be made from a list created for another



class of the same or higher rank in the same or in a related series if the duties of the class for which the selection procedure was given includes substantially all of the duties of the position to be filled and provided that the Department Head finds that the use of the list is in the best interest of the County and that the necessary skills and knowledge were adequately tested in the selection procedure.

## 170 Selection Process and Appointments

- A. Selection of job candidates. The Department Head may select any candidate whose name appears on the eligibility list. Prior to appointment, the Department Head shall interview selected candidates of their own choosing from the eligibility list unless the Department Head participated in interviews during the examination process.
- B. Veterans' Preference. If two or more candidates are equally qualified for a position, the appointing authority will select the candidate who is a veteran pursuant to Government Code section 50088.
- C. County Employee Preference. If two or more candidates are equally qualified for a position, the appointing authority will select the candidate who is a current County employee.
- D. Order of Lists. If more than one eligibility list exists for a vacant position, the appointing authority shall use them in the following order:
  - 1. Reemployment List following layoff.
  - 2. Current Eligibility List for vacancy.
  - 3. Alternate Eligibility List.
  - 4. Eligibility List for another classification of the same or higher job classification.
- E. Appointment Procedure. Appointments will be made in writing. The Human Resources Director or his or her designee shall notify the candidate of the decision to appoint and provide other pertinent information.
- F. Types of Appointment.
  - 1. At-Will Appointment. Appointment of an employee to a position identified in the County list of job classifications as an At-Will position. These include all employees designated as emergency, seasonal or temporary employees. Such employees serve at the pleasure of the appointing authority and may be removed at any time without cause and without right of appeal.
  - 2. Permanent Appointment. An employee appointed to a position that has successfully completed and passed the probationary period. Permanent appointments may either be made to full-time or part-time positions.
  - 3. Probationary Appointments. An employee who has been appointed to a position who has not completed the probationary period required for permanent appointment.

4. Emergency Appointment. In an emergency or exigent situation, when it is necessary to prevent disruption of public business, loss of life, or damage to persons or property, the County Administrative Officer may employ such persons as may be needed for the duration of the emergency without regard to the personnel rules governing appointments and medical examinations. An emergency employee may be employed for up to 30 days. Employees in this category are at-will and receive no benefits except by law.
  5. Limited Term Appointment. An appointment for a specified period of time with a definite beginning date and definite ending date. A person may not have a limited term appointment simultaneously with any other type of appointment. A limited term appointment may not be held for more than 9 (nine) months in any consecutive 12 (twelve) month period. A person holding a Limited Term Appointment will be eligible to receive County of Mono benefits except people employed less than 6 months or 960 hours shall not receive PERS retirement or healthcare benefits. At the discretion of the County of Mono, a person having successfully completed a limited term appointment period will be eligible for re-appointment as a limited term within the limitations described above. Employees in this category are at-will. The County shall not use limited-term appointments to replace permanent full-time employees.
  6. Seasonal Appointment. An individual may be employed on a recurrent basis for specified periods of the fiscal year for 960 hours or less. The seasonal employee must go through the recruitment and interview process; however, if an eligibility list is established and kept current, it may be used for more than one year. Student Internships are included in this category. Unless otherwise specified by a collective bargaining agreement with the County, employees in this category are at-will and receive no benefits except by law.
  7. Temporary Appointment. An individual employed on a temporary basis for no more than 960 hours a fiscal year. Temporary employees are sometimes referred to “extra help.” A temporary employee must complete the selection process. Such employees are at-will and receive no benefits except as required by law.
  8. Retired Annuitant. An employee hired on a limited-term basis who has retired from public employment, is receiving PERS retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants. A retired annuitant may be a temporary, seasonal, or emergency appointment. Such employees are at-will and receive no benefits except as required by law. Such employees may not be employed for more than 960 hours during any fiscal year.
- G. Report of Hiring Decisions. All hiring decisions for positions in the County service, whether permanent, at-will, emergency, seasonal, or temporary, will be reported promptly to the Human Resources Director by the appointing authority.
- H. Notification to Unsuccessful Candidates. After the appointing authority has selected the successful candidate the Human Resources Director shall notify the eligible candidates not selected of their non-selection to the position. Those candidates not selected will remain on the eligibility list for that job classification or position.

- I. Appointment of Department Head. All appointments of non-elected Department Heads shall be made by the County Administrative Officer (CAO) unless state law gives appointment authority to the Board of Supervisors. Appointment of such Department Heads must be made or ratified by the Board of Supervisors.

## 180 Probation

- A. Purpose. Every person appointed to a permanent position after certification from an eligible list shall serve a period of probation, while occupying the position, which shall be considered a part of the test of fitness. The probationary period is the final phase of the examination process. It is a trial period during which an employee is required to demonstrate competency in the knowledge, skills, abilities, and character necessary to successfully perform the job and become a permanent employee. Some positions may also require, as a condition of passing probation, possession of required certificates and/or licenses. This period will be utilized for closely observing the employee's work to determine the employee's fitness and/or suitability for the job and permanent status. Periods of extended absence shall not count towards employee's completion of probation. In situations of extended absence, the Probation period may be tolled or extended so that the County has sufficient time to observe that the probationary employee can perform the full range of duties. There shall be no other extensions of the probationary period granted.
- B. Probationary Period. Upon initial appointment, employees serve a probationary period of 12 months commencing on the first date of employment. This period may be tolled if the employee has an extended approved leave of absence, but in no event may the probationary period exceed a total of 12 months of actual employment.
- C. Probation Upon Promotion. A permanent employee who is promoted to a new position serves a probationary period if probation is made a condition of the promotion by the Department Head. The employee continues to have the right to use any accrued leave. The probation period may be up to three (3) months at the discretion of the appointing Department Head. This period may be tolled if the employee has an approved leave of absence of more than ten consecutive work days.
- D. Promotion During Probation. An employee may be promoted during the probationary period under one of the following two conditions:
  1. The employee has satisfactorily completed at least the first six months of the initial probationary period and the employee's individual classification has been duly allocated and defined as a series-allocation where the employee may be promoted within the allocation at the appointing authority's discretion without filling or creating a vacancy (e.g., Appraiser I/II/III, Custodian II/III).
  2. The employee's position has been reclassified and the employee has been working out of class. The employee may be promoted to the reclassified position regardless of how many months of the initial probationary period have been completed.

A promotion pursuant to this section shall not change the probationary status of the employee, nor affect the duration of the initial probationary period (he or she shall serve the remaining time of the initial probationary period).

- E. Application For Vacant Positions While in Probationary Status. A probationary employee shall have the right to apply for a vacant position as an outside candidate when there is an open recruitment. If the probationary employee is selected, he or she begins a new twelve month probationary period and will be placed at the same step in that position's salary range as would a new employee. Appointment to the new position does not change the probationary employee's date of hire and will not be considered as a break in service for purposes of determining County benefits, or right to utilize sick and vacation time. Eligibility for promotion to Step B will occur after six months of employment in the new position.
- F. Evaluation During Probationary Period. A probationary employee shall be evaluated as frequently as necessary to determine that the employee is properly performing the duties and responsibilities of the position. There will be no less than four evaluations of the performance of the employee during the probationary period to be conducted on or before the end of each three-month period. Evaluations during the initial six months are to be completed at least five working days prior to the completion of each successive three-month working period. If an employee has not performed satisfactorily during any three-month period, the employee will be terminated. A final evaluation shall be completed prior to the end of the final month of probationary status and an employee who has not performed satisfactorily will be terminated. Any failure to conduct a performance evaluation described herein does not confer any right to acquire permanent status, and all probationary employees are subject to paragraph G, below.
- G. Release During Initial Probation. At any time during the probationary period an employee may be released from employment without cause and without right of appeal. No employee may be released from employment for any unlawful reason.
- H. Reinstatement From Probation in Promoted Position. If a permanent employee is found to be unsatisfactory following a promotion, the employee will be reinstated to the employee's former position and, if the position has been filled, will "bump" the employee who filled it. If the bumped employee who filled it transferred from another County position, then they shall return to their former position and, if that position has been filled, then they will "bump" the employee who filled it, and so on. If the last employee who has been bumped has no former County position to return to and has not yet passed probation, then they shall be separated from County service. If the employee's former County position has been eliminated or permanently filled, the County will make a good faith effort to place the employee in an appropriate position at the same pay range as the former position if such a position has been allocated, is not presently filled, and for which the employee is qualified.
- I. Benefits During Probationary Period. A newly-hired probationary employee earns all the benefits due a permanent employee but cannot use vacation leave during the first six months of the initial probationary period. Benefits with cash value (such as uniform allowance, etc.) may require a prorated reimbursement by the employee if the employee separates from County service during the first six month period.

- J. Permanent or Regular Appointment. An employee who successfully completes the initial probationary period will acquire permanent status. Permanent status may also be referred to as regular status and those terms are interchangeable.

## 190 Transfers

- A. Voluntary Transfer. A permanent employee may initiate a request to transfer to another position in the same or lower classification for which the employee is qualified in the opinion of the Human Resources Director by submitting a request to transfer to the Human Resources Department. With the approval of the Department Head for whom the employee now works, the Department Head for whom the employee wishes to work, and the Human Resources Director, the employee may be transferred to the new position when the first vacancy becomes available, subject to the approval of the CAO. An employee transferring in to a new department may be required by the new Department Head to be placed on probation for a period to be determined by the Department Head not to exceed twelve months.

## 200 Performance Evaluation/Step Increase

- A. Purpose.

All employees, regardless of their specific status, shall be provided with a regular performance evaluation. The purpose of employee performance evaluations is as follows:

1. To identify and document how an employee is performing for supervisors, managers and the employee being evaluated.
  2. To establish a basis for consideration in approving transfers, promotions, demotions, reinstatements, discharges, eligibility for performance pay, and other personnel transactions.
  3. To assist individual employees in achieving maximum work performance by discussing and establishing performance goals and work objectives and reviewing progress towards achieving them.
- B. Performance Evaluation Report. Evaluation of the work performance of an employee will be recorded in a written performance evaluation to be placed in the employee's personnel file. The report will be done on the form developed by Human Resources.
- C. Step Increase. An employee must have at least satisfactory performance as indicated in their performance evaluation report to receive a Step Increase. Performance evaluations for employees eligible for a Step Increase are to include the supervisor's or manager's recommendation regarding the increase.
- D. Timelines of Evaluations.
1. Permanent employees and at-will employees, whether part-time or full-time, shall be evaluated on a systematic basis at least once per year. Emergency, seasonal,

temporary, and retired annuitant employees shall be evaluated at the end of each six months or the end of their service whichever is first.

2. During probationary employment, the Department Head or immediate supervisor is required to evaluate the performance of a probationary employee as frequently as necessary to ascertain whether the employee is properly performing the required responsibilities and duties. There shall be no less than four such evaluations within the probationary period. Each evaluation shall be completed at least five (5) working days prior to the completion of each successive three-month period commencing with the first day of employment.
- E. Evaluation Conference. The Department Head or designated supervisor, and the employee will discuss each performance evaluation. Each employee shall receive a written copy of the evaluation at the time it is reviewed with the employee. The employee must sign the evaluation form to acknowledge receipt of the evaluation report. If the employee refuses to sign the evaluation form, the supervisor performing the evaluation or Department Head shall enter a notation on the evaluation that states “refused to sign.”
- F. Employee’s Response. The employee will be allowed to make a brief written statement (limited to three typed pages) addressing specific concerns raised in the evaluation, which must be submitted within ten (10) business days of the date of the employee’s receipt of the evaluation. The employee’s response should be submitted to Department Head with a copy to the Human Resources Department.
- G. Placement in Personnel File. A copy of the performance evaluation, the employee’s written statement, and all amplifying documents and records will be made a permanent part of the employee’s personnel record.
- H. Improvement Plan. If the Department Head or immediate supervisor determines that an employee’s performance is unsatisfactory, or that improvement is needed, the Department Head shall take reasonable steps to assist the employee to improve. These directions may be set forth in a written performance improvement plan (“PIP”). Failure by the employee to show satisfactory effort and improvement, or to comply with any requirements set forth in a written performance improvement plan, will be considered grounds for disciplinary action, up to and including termination.

## **210 Hours of Work and Holidays**

A. Work Hours. Generally County employees work a five-day, forty-hour work week. Alternative work week schedules may be allowed and approved when necessary for department business and when approved by the CAO. Each Department Head or designee shall prepare a work schedule that complies with the following general policies:

1. County offices shall be open from 8:00 a.m. to 5:00 pm, unless as otherwise determined by the Department Head, with the approval of the CAO.
2. Two fifteen (15) minute breaks shall be offered to all employees such that one may be taken in the morning and one in the afternoon. Breaks may not be accumulated and may

not be taken in the first fifteen (15) minutes of the work day or the last fifteen (15) minutes of the work day. Breaks may not be added to the lunch hour.

3. Lunch breaks shall be normally for a period of one hour, and may be staggered in time so that offices can remain open during the lunch hour. Lunch may not be taken during the first two hours or the last two hours of the work day. A Department Head may establish an alternate department policy subject to CAO approval.
4. A Department Head may authorize in advance, on an individual basis, a temporary change in the normal work schedule when necessary to meet business requirements.

B. Holidays. The following are established as County Holidays. The Board of Supervisors may add, eliminate, or modify the holidays designated below by resolution or holidays may be adjusted pursuant to a collective bargaining agreement.

1. January 1<sup>st</sup>, known as "New Year's Day." If New Year's Day falls on a Saturday, the preceding Friday, December 31<sup>st</sup>, will be the New Year's Day holiday;
2. The third Monday in January, known as "Martin Luther King Day;"
3. The third Monday in February, known as "Presidents' Day;"
4. March 31<sup>st</sup>, known as "Cesar Chavez Day;"
5. The last Monday in May, known as "Memorial Day;"
6. July 4<sup>th</sup>;
7. The first Monday in September, known as "Labor Day;"
8. The second Monday in October, known as "Columbus Day;"
9. November 11, known as "Veterans' Day;"
10. The Thursday in November appointed as Thanksgiving Day and the Friday following Thanksgiving Day;
11. The 24<sup>th</sup> Day of December, known as "Christmas Eve Day." If the 25<sup>th</sup> Day of December falls on a Saturday, the Christmas Eve Day holiday will occur on the preceding Thursday, December 23<sup>rd</sup>;
12. The 25<sup>th</sup> Day of December, known as "Christmas Day." If the 25<sup>th</sup> day of December falls on a Saturday, the Christmas Day Holiday will occur on the preceding Friday, December 24<sup>th</sup>. If the 25<sup>th</sup> day of December falls on a Sunday, the Christmas Day Holiday will occur on the following Monday, December 26<sup>th</sup>;
13. The 31<sup>st</sup> Day of December, known as "New Year's Eve Day." If January 1<sup>st</sup> falls on a Saturday, the New Year's Eve Day holiday will occur on the preceding Thursday, December 30<sup>th</sup>;
14. Every day appointed by the President or Governor for a public fast, Day of Thanksgiving, or holiday when such day applies to California Counties.

C. When Holidays Fall on a Weekend. If January 1<sup>st</sup>, July 4<sup>th</sup>, or November 11<sup>th</sup> falls upon a Sunday, the Monday following is a holiday. If said holidays fall on a Saturday, the Friday preceding is a holiday. If March 31<sup>st</sup> falls on a weekend, there is no paid holiday.

D. Personal Holidays. Every employee shall be entitled to two personal holidays per calendar year, unless a different amount has been set forth in a collective bargaining agreement. The appointing authority may require the employee to provide five (5) working days notice in advance of the use of a personal holiday.

Except as provided in an applicable memorandum of understanding, or by the State or Federal Government, the rules regarding overtime are set forth below.

- A. Authorization for Overtime. As a matter of general policy, the County does not permit employees to work overtime and will provide adequate staff to handle normal operations. However, non-exempt employees may be required to work overtime at the discretion of, and with the prior approval of, their supervisor.
- B. Overtime Defined. Overtime for non-exempt employees is defined as hours assigned to be worked and actually worked (except for authorized rest periods) in excess of forty (40) hours in the employee's designated seven (7) day workweek. (A different work period and maximum hours may apply to specific safety classifications.) Compensatory time used during the workweek will not be included as hours worked.
- C. Discipline If Not Authorized. Non-exempt employees working overtime when not expressly authorized to do so by their supervisor will be paid as required by law and shall be subject to discipline. Supervisors' improperly authorizing overtime to non-exempt employees will be subject to discipline.
- D. Compensation. Overtime assigned and worked by non-exempt employees shall be compensated at time and one-half (1-1/2) their regular rate of pay or as required by federal wage and hour laws.
- E. Recordkeeping. Records of all overtime earned and accrued shall be kept by each department and submitted to the Department of Finance.

### **230 Compensatory Time**

An employee may request Compensatory Time at the time his/her time sheet is submitted for the pay period when the overtime was earned, and the supervisor may in his/her discretion approve compensation in the form of accrued compensatory time at time and one-half (1-1/2). An employee may not accrue more than eighty (80) hours compensatory time at any time, unless a Memorandum of Understanding between the County and a bargaining unit provides for a higher accrual rate.

Use of compensatory time-off earned may be granted provided that: 1) its use does not unduly disrupt the operations of the County; and 2) the request is made to the employee's Department Head or designee no later than five days prior to the time when the employee desires to use the leave.

Overtime will be compensated in pay after 80 hours of CTO have accumulated, unless otherwise provided for in a written Memorandum of Understanding.

### **240 Payroll Periods**

Mono County has twelve payroll periods per year. Each pay period begins on the first day of the month and ends on the last day of the month. Specified departments may have a different pay period in order to efficiently process the payroll. From each employee's check, federal tax, and any other mandatory federal deduction, state tax, employee's association dues, and retirement



contributions are deducted. Court ordered deductions and voluntary deductions approved by the County and the employee may also be deducted. Checks may be either hand delivered to the employee, mailed to employee's home or directly deposited to employee's bank, as directed by the employee.

## **250 Attendance Records and Reports**

Each Department Head, or designated representative, will keep an accurate and current record of the attendance, absence, and status of each employee within the department, including records which reflect the amount of sick leave, vacation time, overtime worked, and compensatory time off accrued and allowed, and such other records as may be related to the attendance and status of the employee.

- A. The Department Head will report to the Director of Finance, on forms provided by the Director of Finance, on the twentieth calendar day of each month, as to the daily attendance during the preceding month of each such employee within the department, listing all the absences of each such employee and other information necessary to determine compensation due to each employee.
- B. The Director of Finance will maintain a record for each employee to determine compensation due to each such officer or employee.
- C. The Human Resources Director, or his or her designee, will maintain a record of time used pursuant to leave taken pursuant to Sections 2.68.280-310 and Section 2.68.340.

## **260 Vacation**

- A. Accrual. Unless provided otherwise in an applicable Memorandum of Understanding, or pursuant to an "At-Will" contract or agreement, eligible employees and appointed officers, including permanent and probationary employees, and excluding emergency, seasonal, and temporary employees, shall be entitled to accrue vacation leave with pay for each year of full-time service as follows:

- Initial employment . . . 10 days vacation per year
- After three years of continuous service . . . 15 days vacation per year.
- After ten years of continuous service . . . 17 days vacation per year.
- After fifteen years of continuous service . . . 19 days vacation per year.
- After twenty years of continuous service. . . 20 days vacation per year.

- B. Part-Time Accrual. A permanent part-time employee accrues vacation with pay in the same proportion that his/her working hours bear to the normal working hours of full-time employees in the position.
- C. Maximum Accrual. The maximum number of vacation days that may be accrued by any employee shall not exceed two and a half times the employee's annual accrual rate. When the employee reaches the maximum accrual at the end of a calendar year, he/she shall cease earning vacation until such time that he/she has a maximum accrual less than two and a half times his/her earning rate.

- D. Payment on Separation. Any employee who earns vacation will be compensated for all accrued vacation upon separation from County employment.
- E. Limitation on Initial Use. Each eligible officer or employee earns vacation upon the first day of employment, but vacation may not be taken until the officer or employee has been continuously employed by the County for six (6) months, or as provided in an “At-Will” employment agreement.
- F. Vacation Leave Use. Vacation leave may not be taken without written request to the Department Head and notification from the Department Head that the request has been approved in advance of the vacation leave. Vacation should be scheduled as far in advance as reasonably possible.

## 270 Sick Leave

- A. Definition. Sick leave is leave from duty with pay which may be granted to an employee when an employee is physically or mentally unable to perform his or her duties due to the employee’s illness, injury, or medical condition, or because of illness or injury to a family member, or domestic partner, or for a medical, dental or optical appointment to the extent such appointment cannot be scheduled outside the workday.
- B. Eligible Employees. All permanent employees except emergency, seasonal or temporary employees are entitled to accrue sick leave. Permanent employees employed on a part-time basis shall receive prorated sick leave.
- C. Sick Leave Accrual. Unless an applicable collective bargaining agreement provides otherwise, eligible employees will accrue sick leave at the rate of one day of sick leave for each calendar month of full-time service to the County. Permanent part-time employees accrue sick leave on a prorated basis.
- D. Sick Leave Use. Unless an applicable collective bargaining agreement provides otherwise, sick leave up to five (5) consecutive working days may be granted by an employee’s Department Head. An employee taking an anticipated sick leave shall provide reasonable advance notice to their Department Head or designee. The Department Head or Risk Manager may require a physician’s certificate or other relevant evidence of illness or injury. Sick leave will be used concurrently with other medical leaves of absence. If sick leave extends beyond 5 days, or is taken on a regular intermittent basis, the Department Head will immediately notify the Risk Manager.
- E. Call In Requirement. Employees who are sick and unable to come to work must call in to their supervisor or designee within one hour of the time they are required to report to duty each day of the absence. If the employee is unable to call in due to the serious nature of the illness or injury, they are required to call in, or have someone make such notification on their behalf, as soon as that notification can be reasonably made.
- F. Employee Sick Leave Used for a Family. Sick leave may be used due to the illness or injury of a child, spouse, parent, or domestic partner. The Department Head may require a physician’s certificate or other evidence of illness or injury. In addition to this provision leave to care for a sick or injured family member may also be provided pursuant to Section 2.68.280, and may run concurrent with leave granted under FMLA and CFRA.

- G. Sick Leave Use During Probation. Employees may use accrued sick leave during the probationary period. Without any accrued leave a probationary employee required to be absent from work due to illness or injury will take Leave Without Pay (LWOP).
- H. Sick Leave Usage for Industrial Accidents. Any employee absent due to injury or an illness arising out of and occurring in the course of County employment may elect during such absence to apply accrued sick leave to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by the employee under the Workers' Compensation Act and regular County pay, not to exceed the amount of accrued sick leave. The employee may elect to use any accrued vacation time and compensatory time after sick leave is exhausted. The rights of public safety officers are additionally protected by Labor Code Section 4850, incorporated herein by reference.
- I. Sick Leave Usage for State Disability Insurance Benefits. Any employee with an approved claim to receive State Disability Insurance Benefits shall use accrued sick leave during the employee's approved medical absence for which disability benefits are received in an amount necessary to backfill the amount of the disability benefits in order to receive full wages. The employee may elect to use any accrued vacation and compensatory time after sick leave is exhausted.
- J. Leave Usage for Paid Family Insurance Benefits. Any employee who has made a claim to receive Paid Family Insurance Benefits shall use accrued vacation during the absence of the employee for which insurance benefits are received to backfill the amount of the benefits in order to receive full wages for as long as accrued vacation leave is available and eligibility to receive Paid Family Insurance Benefits continues. The employee may elect to use any accrued sick leave and compensatory time after vacation leave is exhausted.
- K. Excessive Sick Leave Usage or Abuse of Sick Leave. An employee who is excessively absent may be subject to disciplinary action. When determining if excessive or improper sick leave is being used, the pattern of absence and any other information concerning the use of the sick leave may be considered. An employee will be subject to disciplinary action for abuse of sick leave when the employee claims entitlement to sick leave yet it is determined that he/she has not met the requirements for sick leave usage as set forth in this section.
- L. Payout at Separation. Unless an applicable MOU indicates otherwise, employees who have completed five (5) years or more of continuous service and retired, resigned, terminated, died or are laid off will be paid one half of all accumulated sick leave at the straight time rate of pay to a maximum of 400 hours. If the employee has died payment will be made to the employee's designated beneficiary, or if none, to the employee's estate. Employees who have completed ten (10) years or more of continuous service and retired, resigned, terminated, died or are laid off will be paid 100% of all accumulated sick leave at the straight time rate of pay to a maximum of 896 hours.
- M. Leave Pool. In accordance with applicable collective bargaining agreements, the County may establish and administer a catastrophic leave pool program.

- A. Statement of Policy - To the extent not already provided for under current leave policies and provisions, the County will provide Family and Medical Care Leave for eligible employees as required by, and pursuant to, state and federal law. Unless otherwise indicated, "leave" under this section will mean leave pursuant to the Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"). Any changes to said laws will be incorporated herein and effective upon enactment.
- B. Definitions - The following definitions apply to this policy.
1. "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
  2. "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child, legal ward, or a child of a person standing "in loco parentis."
  3. A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.
  4. "Parent" means the biological, foster, or adoptive parent of an employee or an individual who stands or stood "in loco parentis" (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
  5. "Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage.
  6. "Domestic Partner" means a partner as defined in California Family Code §297.
  7. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
    - a. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, or
    - b. Continuing treatment by a health care provider for reasons of:
      - i) Any period of incapacity due to pregnancy or for prenatal care.
      - ii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
      - iii) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.

- iv) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

8. "Health Care Provider" means:

- a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
- b) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
- c) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California or any other State and performing within the scope of their practice as defined under State law;
- d) Physician's assistants, nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California or any other State law and who are performing within the scope of their practice as defined under State law; and
- e) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

C. Reasons for Family Medical Care Leave. Leave is only permitted for the following reasons.

- 1. The birth of a child or to care for a newborn of an employee;
- 2. The placement of a child with an employee in connection with the adoption or foster care of a child;
- 3. Leave to care for a child, parent, spouse or domestic partner who has a serious health condition; or
- 4. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- 5. Leaves required under State or Federal law.

D. Employees Eligible for Leave - An employee is eligible for leave if the employee:

- 1. Has been employed for at least 12 months; and
- 2. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

- E. Amount of Leave - Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.
1. Minimum Duration of Leave - If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.
  2. Leave Due to Serious Health Conditions. If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken.
  3. Spouses Both Employed by County - In any case in which a husband and wife both employed by the County are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave). This limitation does not apply to any other type of leave under this policy.
- F. Notice – County shall inform employee in writing of their FMLA eligibility status within five (5) business days of being informed or having reason to know about a FMLA event with a written explanation of the County's expectations and requirements and of the consequences of the employee's failure to adhere to the requirements.
- G. Employee Benefits While on Leave
1. Employees are required to use accrued sick leave when the purpose of the leave taken under this section is because of the employee's own serious health condition. Employees are required to use accrued vacation leave or other accrued leave when taking any leave pursuant to this section not because of the employee's own serious health condition, except as otherwise provided herein. An employee may be allowed to use accrued sick leave during a period of leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent, or spouse with a serious health condition upon the mutual agreement, in writing, between the employee, Department Head, and CAO.
  2. Following the use of paid leave balances, leave under this policy is unpaid. While on unpaid leave, employees will continue to be covered by the group health insurance (which includes dental and vision) to the same extent that coverage is provided while the employee is on paid status.
  3. However, employees on unpaid leave will not continue to be covered under the non-health benefit plans, unless specified elsewhere. Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the County will inform the employee whether the premiums should be paid to the carrier or to the County. Coverage on a particular plan may be dropped if the employee is more than 30 days late in making a

premium payment. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave. For purposes of pension and retirement plans, the County will not make plan payments for an employee during the unpaid leave period, and the unpaid leave period shall not be required to be counted for time served under the plan. However, an employee may continue to make contributions in accordance with the terms of the plan during the period of leave.

4. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the County shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The County shall have the right to recover premiums through deduction from any sums due to the County (e.g. unpaid wages, vacation pay, etc.).
- H. Substitution of Paid Accrued Leaves – Unless otherwise precluded by law, (e.g., 4850 time, when SDI or workers’ compensation benefits are being received) an employee must use paid accrued leaves concurrently with FMLA and/or CFRA leave. Employees who are eligible to receive state disability insurance may receive paid state disability leave during FMLA or CFRA leaves of absence. See Section 2.68.270.I for use of sick leave and other leave when an employee is receiving State Disability Insurance Benefits.
- I. Medical Certification –
1. Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition, must provide written certification from the health care provider of the individual requiring care if requested by the County.
  2. If the leave is requested because of the employee’s own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position subject to the following requirements:
    - a. Time to Provide Medical Certification – When an employee’s leave is foreseeable and a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the County within the time frame requested by the County which must allow at least 15 calendar days after the employer’s request, unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts.
    - b. Consequences For Failure To Provide An Adequate Or Timely Certification  
If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this policy, the County may delay the taking of FMLA/CFRA leave until the required certification is provided.

- c. Recertification - If the County has reason to doubt the validity or clarity of a certification, the County may require a medical opinion of a second health care provider chosen and paid for by the County. If the second opinion is different from the first, the County may require the opinion of a third provider jointly approved by the County and the employee, but paid for by the County. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.
- 3. To receive compensation under state disability insurance, if the leave is requested because of the serious health condition of an employee's family member, the employee may be required to provide certification which includes the following:
  - a. A diagnosis and diagnostic code prescribed in the International Classification of Diseases, or, where no diagnostic has yet been obtained, a detailed statement of symptoms.
  - b. The date, if known, on which the condition commenced.
  - c. The probable duration of the condition.
  - d. An estimate of the amount of time that the physician or practitioner believes the employee is needed to care for the child, parent, spouse, or domestic partner.
  - e. A statement that the serious health condition warrants the participation of the employee to provide care for his or her child, parent, spouse, or domestic partner.
- J. Intermittent Leave Or Leave On A Reduced Leave Schedule - If an employee requests leave intermittently (a few days or hours at a time) or a reduced leave schedule for reasons covered under the FMLA or CFRA, the employee must provide medical certification that such intermittent leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. Employee shall be informed that granted FMLA leave will be deducted from employees 12 week allowance.
- K. Employee Notice of Leave - Although the County recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If the County determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the County may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.
- L. Reinstatement upon Return from Leave



1. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the leave period.
  2. Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
- M. Fitness For Duty Certification - As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider indicating that the employee is able to resume the essential functions of his or her pre-leave position. A fitness-for-duty certification may be required if the employee has used leave pursuant to Section 2.68.270 when the leave was necessary because of the employee's illness, injury, or medical condition. Failure to provide such certification will result in denial of reinstatement. The County reserves the right to have a returning employee examined by a County designated physician, or to have the County's designated physician consult with the employee's physician, concerning the employee's fitness for duty, unless some alternate provision is set forth in the employee's applicable collective bargaining agreement.
- N. Reinstatement of "Key Employees" - The County may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the County, and the employee is notified of the County's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.
- O. Required Forms - Employees must request, complete and return each of the applicable forms in connection with leave under this policy as provided by the office of Risk Management.
- P. Visits to Doctor - Employees with chronic medical conditions are required to visit a doctor at least twice a year for that condition. For single absences requiring leave, the employee must be seen within seven days of the onset of the illness and if seen twice, the second visit must occur within 30 days of the onset of the illness.
- Q. Parental Leave/Adoption – Employees can use leave intermittently for a serious health condition of an adopted child. FMLA leave may also include time to travel to another country to complete an adoption or other necessary steps to complete the adoption.
- R. Notice/Call Ins – Employees are required to timely warn the County that they are planning to miss work and must follow the counties call in policy.
- S. Leave During Holidays – If a holiday falls within a full week of FMLA leave, the holiday counts as FMLA time, but if the leave is taken in increments of less than one week, the holiday will not count against the 12-week leave unless the employee was scheduled to work the holiday.

## **290 Leave of Absence Due to Death in Family**

- A. When any employee or officer is absent from duty by reason of the death of his or her father, mother, step-father, step-mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than five (5) working days per year total, regardless of the number of triggering events.
- B. Eligible Employees. All employees except emergency, seasonal and temporary employees, including retired annuitants, are entitled to this leave. Employees employed on a part-time basis are entitled to this leave on a pro rata basis.
- C. Documentation of Death. The County may require confirmation of death within thirty (30) days after the employee or officer returns to work.

## **300 Leave of Absence Due to Critical Illness in Family**

- A. When any employee or officer is absent from duty by reason of the critical illness of his or her father, mother, step-father, step-mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than five (5) working days per year total, regardless of the number of triggering events. For purposes of this provision, a "critical illness" means a "serious health condition" as defined in Section 2.68.280(B)(7) but excluding any normal pregnancy (one without medical complications).
- B. Eligible Employees. All permanent employees except emergency, seasonal and temporary Employees, including retired annuitants, are entitled to this leave. Employees employed on a part-time basis are entitled to this leave on a pro rata basis.
- C. Documentation of Critical Illness. The County may require confirmation of critical illness within thirty (30) days after the employee or officer returns to work.

## **310 Military Leave of Absence**

All officers and employees are entitled to military leave of absence in accordance with the provisions of Federal and State law, including FMLA. Military leaves of absence will be reported by the Department Head to the Human Resources Director to insure that all statutory requirements are satisfied. Employees and family members of military personnel may take leave as provided under federal law.

## **320 Jury Duty Leave**

- A. Every permanent or probationary employee of the County who is summoned or required to serve as a trial juror in any jurisdiction where the employee resides, or to serve on a federal grand jury, is entitled to be absent from the County during the period of service. The employee will be paid the employee's regular salary without charge against the employee's

accumulated paid leaves, provided that the employee deposits fees received for jury service (excluding mileage) with the Director of Finance or his/her designee.

- B. An employee summoned for jury duty must immediately notify his or her Department Head. An employee must turn in copy of summons to Department Head within 3 days of receipt.
- C. Employees are required to notify their supervisor on a daily basis regarding jury duty hours, including jury duty release time. Upon release from jury duty prior to the end of the business day, the employee must promptly notify their supervisor. If an employee or officer is released from jury duty at a time that allows the employee to return to work with one hour or more remaining in the workday, the employee or officer must report to work.
- D. Where Courts have call-in procedures to determine days and hours of service, employees must take advantage of these procedures. If an employee is not told by the Court to report or told to call in the next day for jury service, the employee must come to work and make the call from his/her assigned place of work, unless the employee receives prior approval from the Department Head to call from home.

### **330 Miscellaneous Leave**

- A. An employee is entitled to take leave when the employee has been the victim of domestic violence, sexual assault or stalking in order to obtain any legal relief, seek medical attention, and to obtain related services and counseling. The employee shall provide their supervisor with reasonable advance notice of their intention to take time off, and may use accrued vacation, personal leave, sick leave, compensatory time off, or unpaid leave if no accrued leave is available. When an unscheduled absence occurs, the employee shall provide certification evidencing the fact that the employee was a victim of domestic violence, sexual assault, or stalking. To the extent allowed by law, the County shall maintain the confidentiality of any employee requesting and using leave pursuant to this section.
- B. An employee is entitled to be absent from work when the employee, or an immediate member of an employee's family, has been a victim of a crime and is required to attend judicial proceedings related to that crime. The employee shall provide their supervisor with reasonable advance notice of their intention to take time off, and may use accrued vacation, personal leave, sick leave, compensatory time off, or unpaid leave if no accrued leave is available. When an unscheduled absence occurs, the employee shall provide certification evidencing the fact that the employee, or an immediate member of the employee's family, was a victim of a crime and was required to attend a judicial proceeding related to that crime. To the extent allowed by law, the County shall maintain the confidentiality of any employee requesting and using leave pursuant to this section.

C. When an employee acts as a volunteer firefighter for the protection of life or property during regular business hours, the employee shall be deemed to be on duty and there should be no loss of salary. The employee, when working as a volunteer, is not covered by Worker's Compensation with Mono County. An employee who is called to perform search and rescue services during regular business hours may act with the prior approval of the employee's Department Head, whose permission shall not be unreasonably withheld, and the employee shall be deemed to be on duty and there should be no loss of

salary up to the first four hours of time spent responding during regular business hours (per incident); any additional time spent responding (beyond four hours during regular business hours) shall not be compensated, but an employee may use any accrued vacation leave or compensatory time off the employee may have for this purpose. The County shall also comply with Labor Code sections 230.3 and 230.4, to the extent applicable.

- D. An employee may take leave to attend a school or day care facility event pursuant to Labor Code Sections 230.7 and 230.8 if the employee provides reasonable advance notice to their supervisor. The employee shall be required to use accrued vacation, personal leave or compensatory time off when using this leave.

### **340 Pregnancy Disability Leave**

- A. Any female employee will be entitled to take an unpaid leave on account of pregnancy, child birth or related medical conditions for the period of disability up to four (4) months. The employee will be entitled to utilize any accrued sick leave, vacation time or other accrued paid leave during this period of time. An employee will not accrue additional vacation or sick leave during any unpaid portion of this leave. The County may, but is not required to, allow an employee to commence the use of CFRA leave prior to the birth of the child if the employee has used four months of pregnancy disability leave prior to the child's birth and the employee's health care provider determines that a continuation of the leave is medically necessary. Pregnancy Disability Leave shall run concurrent with FMLA leave.
- B. Any employee who plans to take a leave on account of pregnancy, child birth or related condition should submit in writing to her Department Head a statement of her intent to take leave, including a physician's statement indicating her last advisable or probable date to remain at work and a statement of her intended date to return to work. Notice must be given not less than thirty (30) days prior to the intended commencement date of the leave, if the leave is foreseeable. When the need for leave does not allow for thirty (30) days notice, notice should be given as soon as practicable.

### **350 Voting Leave**

Employees whose work schedule prevents them from having sufficient time outside of working hours to vote at a statewide or countywide election, may take up to two (2) hours off with pay at the beginning or end of the workday, whichever allows the most free time for voting and the least time off from the employee's regular working shift, to enable the employee to vote. If the time off is required, the employee must provide the employee's Department Head with notice that time off for voting is necessary at least two (2) days prior to the election. The Department Head may require that the time off be taken only at the beginning or the end of the employee's shift/workday.

### **360 Administrative Leave With Pay**

Administrative leave is leave with pay taken at the sole discretion of the County. Employees placed on administrative leave will be relieved of their regular duties during the period of leave. Employees placed on administrative leave will remain at their residence or elsewhere at the instruction of the Department Head, and remain accessible to communication and contact from the County, during their regular work hours, but shall perform no work or duties on behalf of the

County. Employees placed on administrative leave will report to their Department Head daily or as otherwise instructed by their Department Head during the period of the leave. Administrative leave is not discipline and does not entitle the employee to any right of appeal. Employees on Administrative Leave shall accrue benefits, including sick and vacation time, during such leave, and may request to use accrued sick and vacation time in the manner provided for in this Personnel System. The employee on paid administrative leave must comply with reasonable restrictions during the employee's normal working hours, shall not engage in activities that might result in injury to the employee, and shall promptly notify their supervisor of any change in their location during the employee's normal working hours. Administrative leave for a period of thirty (30) days or less must be approved by the CAO. Administrative Leave for any period in excess of thirty (30) days must be approved by the Board of Supervisors upon the recommendation of the CAO.

### **370 Administrative Leave Without Pay**

- A. Eligibility. Other than emergency, temporary or seasonal employees, all employees or officers of the County who have been employed for one (1) year may be granted a leave of absence without pay upon the following conditions:
1. The employee or officer has submitted a request in writing to his or her appointing authority indicating clearly and concisely:
    - a. That the leave of absence is made voluntarily by the employee or officer;
    - b. That there is a date certain on which the leave will commence;
    - c. That there is a date certain on which the employee will return to work and failure of the officer or employee to return to work on that date constitutes cause for dismissal of said employee or said officer should the employee or officer not utilize the procedure for extension as set forth below;
    - d. That the reason for the requested leave of absence and all facts, events or occurrences that the employee or officer is relying upon to support the request are stated.
- B. When Granted. A leave of absence without pay may be granted only in the event that the facts, events and occurrences that support the request of the officer or employee establish one of the following:
1. There is an illness, injury or disability of the officer or employee, or a member of his/her immediate family and the officer or employee has exhausted all available leaves pursuant to CFRA and FMLA;
  2. The employee or officer is to receive some training, education or experience which will materially increase the ability of said officer or employee to perform his or her duties as a County employee;
  3. That the leave is requested for personal reasons acceptable to the Department Head and the CAO;

4. That additional maternity or paternity leave, beyond that authorized by federal or state law, is requested by an officer or an employee.
- C. Authority. A leave of absence requested by an officer or an employee for a period not exceeding thirty (30) calendar days after the exhaustion of all other leaves may be approved by the employee's Department Head and granted by the CAO.
- D. Extension of Leaves. Should the officer or employee desire an extension of the leave of absence, said officer or employee must submit a request, in writing, to the CAO, whose approval is required pursuant to Subsection C of this section. The request will be considered by the CAO, whose approval is required, only in the event that:
1. The request is received by the County Administrative Officer (CAO) at least seven (7) working days prior to the date scheduled for termination of the leave.
  2. The request contains an address to which a note of approval or denial of the extension may be sent; and
  3. The request gives facts which support a determination by the CAO that the circumstances which caused the initial granting of the leave still exist.
- E. Leave Requests for Period in Excess of Thirty Days. A leave of absence requested by an officer or employee for a period in excess of thirty (30) calendar days shall be processed as follows:
1. The request shall be approved by the employee's Department Head and submitted to the CAO.
  2. Upon the approval of the CAO, the request shall be submitted to the Board of Supervisors for consideration at the next regularly scheduled Board meeting. The Board of Supervisors may approve the request, approve the request upon the imposition of conditions the Board deems appropriate, including but not limited to, a reduction in the period of time requested, or deny the request.
- F. Time Limitation. Leave without pay is not to exceed one (1) year.
- G. No Accrual of Other Leaves. Vacation, sick leave and other paid leaves will not be earned during unpaid leave of absence. Holidays with pay will not be given. Contributions to monthly premium costs for medical insurance will be suspended after one (1) calendar month. After one (1) month the employee must make arrangements to continue to pay his/her normal monthly premium costs for insurance under COBRA provisions or lose coverage.

### **380 Employee Standards of Conduct**

- A. All County employees are expected to meet the following standards of conduct:
1. Maintain the highest standards of moral and ethical conduct;
  2. Being courteous, competent, and business like when dealing with all people;

3. Beginning work on time and putting in a full day's work;
  4. Being dedicated to the County and the job, and always striving to improve both; and being dedicated to providing quality services in support of the health, safety, and welfare of the local economy while protecting the County's unique rural environment, natural resources, and honoring the public trust and the people being served;
  5. Working cooperatively with fellow employees, supervisors and other departments;
  6. Putting themselves in the other person's shoes;
  7. Keeping physically and mentally healthy; and
  8. Working safely at all times.
- B. Failure to adhere to the standards of conduct can be grounds for disciplinary action pursuant to section 2.68.498 of these rules.

### **390 Discrimination Prohibited**

No person employed by the County of Mono, or seeking employment with the County of Mono, shall be discriminated against in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration because of race, color, religion, national origin, ancestry, marital status, sex, age, physical or mental disability, sexual orientation, or political or religious opinions or affiliations. Any employee who believes he/she has been discriminated against should report it immediately to their supervisor, manager, any Department Head, or Human Resources Director. The County's internal complaint process described in section 2.68.410 of these rules is available to any employee who believes they have been discriminated against.

### **400 Retaliation Prohibited**

An employee shall not be disciplined or discharged for reporting discriminatory conduct, regulatory violations or illegal activity, unsafe working conditions, or industrial injury, unless the conduct reported is found not to have occurred and there is malice in the reporting.

### **410 Anti-Harassment Policy**

- A. Harassment Free Work Environment. The County is committed to providing a work environment free of discriminatory harassment.
- B. Harassment Will Not Be Tolerated. Discriminatory harassment violates this policy and will not be tolerated. Discriminatory harassment of an applicant, employee or person providing services pursuant to a contract, is harassment based on actual or perceived race, religious creed, color, sex, national origin, ancestry, disability, medical condition, marital status, age or sexual orientation. It is also improper to retaliate against any individual for making a complaint of discriminatory harassment, for participating in a harassment

investigation, or for engaging in any other protected activity. Retaliation constitutes a violation of this policy.

- C. Policy Applies to All Personnel Matters. This Policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation. Employees who violate this Policy may be subject to disciplinary action up to and including termination. By definition, any form of discriminatory harassment, including sexual harassment, is not within the course and scope of an individual's employment with the County.
- D. Definition. Harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit, or even specifically directed at the victim. The conduct prohibited by this policy may include conduct that does not necessarily meet the strict legal definition of harassment as defined under Title VII of the Civil Rights Act of 1974, the California Fair Employment and Housing Act, or other federal and state statutes that prohibit harassment. In other words, an employee, manager, supervisor, or officer may be subject to discipline, up to and including termination, for engaging in, and/or aiding or abetting conduct prohibited by this policy that may not rise to the level of harassment as defined under state or federal law. Sexually harassing conduct can occur between people of the same or different genders.

Harassment includes, but is not limited to, the following misconduct:

1. Verbal. Inappropriate or offensive remarks, slurs, jokes or innuendoes based on actual or perceived sex, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation. This may include, but is not limited to, comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation of a sexual nature; or sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender, race, color, national origin, religious creed, ancestry, disability, medical condition, or sexual orientation.
2. Physical. Inappropriate or offensive touching, assault, or physical interference with free movement when directed at an individual on the basis of actual or perceived sex, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling, indecent exposure, or making any type of sexual gesture.
3. Visual or Written. The display or circulation of offensive or derogatory visual or written material related to sex, religious creed, national origin, color, ancestry, disability, medical condition, marital status, age or sexual orientation. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics or electronic media transmissions.



4. Environmental. A work environment that is permeated with sexually-oriented talk, innuendo, insults or abuse not relevant to the subject matter of the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements. An environment may be hostile if unwelcome sexual behavior is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work.
- E. Romantic Relationships Discouraged. Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing.
- F. Prohibited Supervisory Or Managerial Behavior.
1. No supervisor, manager, or other authority figure may condition any employment, employee benefit or continued employment on an applicant's or employee's acquiescence to the behavior defined above.
  2. No supervisor, manager, or other authority figure may retaliate against any applicant, or employee, because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by an authorized investigator.
  3. No person shall destroy evidence relevant to an investigation of harassment.
- G. Behavior Prohibited By All Persons.
1. No supervisor, manager, or any other person in the County shall create a hostile or offensive work environment for any other person by engaging in any discriminatory harassment or by tolerating it on the part of any employee.
  2. No supervisor, manager, or any other person in the County shall assist any individual in doing any act which constitutes discriminatory harassment against any person.
  3. No supervisor, manager, or any other person in the County may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.
- H. Obligations of Supervisors/Managers.
1. A copy of this policy will be provided to all employees of the County, and will be displayed and/or made available throughout the County.

2. A copy of the information sheet on sexual harassment prepared by the Department of Fair Employment and Housing is available to all County employees upon request.
  3. The County will periodically notify employees of the procedures for registering a complaint as well as available redress. Such notification will occur through the normal channels of communication.
  4. The Human Resources Department will make available upon request information from the Department of Fair Employment and Housing and the Equal Employment Opportunity Commission about filing claims of harassment with these entities.
  5. Employees of the County will receive periodic training on the policy.
- I. Need to Report Immediately. Employees who believe they have experienced or been subjected to any form of employment discrimination or harassment should report it immediately to their supervisor, manager, any Department Head, or the Human Resources Department.
- J. Obligations of all Employees.
1. Any employee who observes or witnesses comments, gestures, visual or auditory materials, or actions that are perceived as constituting any form of harassment should immediately communicate and discuss with the person who is performing the harassing behavior that such action/words are not welcome.
  2. Whether or not an employee has communicated directly with the harasser, all employees should immediately report any conduct that they believe violates the policy. This includes conduct they personally experience or directly observe, whether or not reported by the employee who is the object of the conduct. This also includes conduct that they have been told has occurred by the person allegedly harassed or a witness to alleged harassment. This also includes conduct by non-employees, such as sales representatives, independent contractors, service vendors, clients, or any member of the public, or conduct aimed at such contractors or any member of the public. An employee who observes/witnesses harassing or discriminatory conduct and fails to report such conduct may be subject to disciplinary action.
  3. Employees should immediately report the conduct to their supervisor, manager, any Department Head or the Human Resources Department. Under no circumstances will employees of the County, who believe they have been the victim of discrimination or harassment, be required to first report that harassment to a supervisor or other authority figure if that person or authority figure is the individual who has done the harassing. These employees should instead report the conduct to any manager, Department Head or the Human Resources Department.
  4. All employees must cooperate with any investigation of any alleged act of discriminatory harassment conducted by the County or its agents. Failure to cooperate with any such investigation may subject the employee to discipline, up to and including discharge.

K. Responsibilities of Supervisors or Management.

1. Any supervisor or manager who receives a complaint or witnesses any conduct regarding discrimination or harassment must immediately report it to the Human Resources Department. If it is not possible to make an immediate report to the Human Resources Department, or if the complaint involves the Human Resources Director, then the complaint should be immediately reported to the CAO. Failure to report discrimination or harassment may result in disciplinary action.
2. No supervisor, manager, officer, or any other person in the County with management authority may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.
3. All supervisors and managers are required to maintain confidentiality to the extent possible in communicating or investigating any claims of alleged discriminatory harassment.

**420 Investigative and Corrective Action for Complaints of Discrimination and/or Discriminatory Harassment**

- A. The Human Resources Department will authorize or conduct an investigation of the complaint of discrimination or discriminatory harassment. The investigation will be conducted in a manner that ensures, to the extent feasible, the privacy of the parties involved.
- B. The person designated to investigate shall immediately report in writing the findings of fact to the Human Resources Director. The Human Resources Director, in consultation with the CAO and County Counsel, will determine whether these rules have been violated and communicate the conclusion to the complainant.
- C. Disciplinary action shall be decided in accordance with County policy and after consultation with the Human Resources Director and County Counsel.
- D. If the complaint is against the Human Resources Manager, the investigation will be conducted or supervised by the CAO.

**430 Anti-Violence in the Workplace Policy**

- A. Policy. The County has a Zero Tolerance for workplace violence. The policy of the County is to prohibit acts or verbal and/or non-verbal threats of physical violence in the workplace, including intimidation, harassment, and/or coercion, by or to County employees, visitors, fellow employees or by relatives of fellow employees.
- B. Zero Tolerance Standard. The following sets forth examples of prohibited conduct:
  1. Violent conduct or threats of violence, implied, actual, direct, or indirect to any employee.

2. Possession of offensive or defensive weapons (firearms, illegal knives, clubs, mace, pepper spray, tear gas, etc.), unless specifically required or authorized by the Sheriff or CAO.
  3. Hitting or shoving an individual, and any physical touching in an intimidating, threatening or dominating manner.
  4. Threatening an individual or family member, friends, associates, or citizens.
  5. Making harassing or threatening phone calls.
  6. Engaging in harassing surveillance or stalking.
  7. Making a suggestion or threat that violence will occur.
  8. Conduct that creates a physically hostile, abusive, or intimidating work environment for one or more County employees.
- C. Reporting Conduct. Employees should immediately report violent behavior at any County location or at any location where the County conducts business to the Department Head for monitoring and assessment and call 911 if immediate law enforcement and or emergency response is necessary. The Department Head shall relay all reported or otherwise known incidents to the CAO or his/her designee. The CAO or designee may, in his/her discretion, take immediate steps to provide safety to the reporting person or other person(s) based on his/her assessment of the situation.
- D. Discipline. All County employees who engage in violence, direct, indirect, threatened, or actual, against co-workers or any other person related to County business or on County premises may be subject to legal action by law enforcement authorities as well as disciplinary action by the County, up to and including termination of employment.
- E. Action Plan. The CAO or his/her designee and Department Head will assess reported incidents and may take the following action(s) where appropriate:
1. Take steps to have any physically threatening or violent person, employee or member of the public leave or be removed from the worksite.
  2. Place an employee alleged to have made serious violent threats or engaged in other violent behavior on paid or unpaid leave pending the outcome of an investigation.
- F. Investigation. Threats of violent behavior and acts of violent behavior, implied, actual, direct, or indirect, are to be investigated promptly and reported to the CAO or his/her designee. Such incidents should be documented and filed with the CAO or his/her designee and thereafter investigated in accordance with the CAO's direction. Such documentation should include a narrative of the incident including names and other appropriate identification of the parties involved, verbal comments made or description of the violent behavior, witness names, and witnesses' statements. The County shall cooperate and coordinate with any investigation being conducted by law enforcement.

- G. Procedures. Procedures for investigating incidents of workplace violence, including threats of violence and physical injury, shall include the following, and may be subject to any additional policy adopted by the CAO or Board of Supervisors:
1. Go to the scene of an incident. Immediately separate the participants.
  2. Interview threatened or injured employees and witnesses.
  3. Consider taking corrective action to prevent incidents of this kind from recurring.
  4. Contact CAO and inform of threats of violence immediately upon knowledge of threats.
  5. Document findings.
  6. Determine the cause of the incident.
  7. Examine the workplace for security risk factors associated with the incident after release of the scene by law enforcement personnel if the incident involves injuries or death.
  8. Take whatever additional action is necessary under the circumstances to handle and investigate workplace violence complaints and/or incident.
- I. Guidelines for Immediate Response. Any response to an incident involving an assault resulting in injury or death should be limited in scope. The individual on scene who observes the incident should limit their activities to the following:
1. Dial 911 for medical and law enforcement assistance.
  2. Render comfort and minor first aid to any injured victims.
  3. Immediately notify the Department Head, Sheriff, and CAO
  4. Separate the participants and make an attempt to identify and document all potential witnesses to the event.

The first manager or supervisor responding to the incident should ensure that the above actions have been initiated.

#### **440 Improper Political Activity**

No one employed by the County will engage in political activities on County premises while engaged in official duties, using County equipment, or wearing an official County uniform. Political activity is that activity defined under the California Government Code.

#### **450 Outside Employment/Restrictions**

No officer or employee shall engage in any employment, activity or enterprise which is inconsistent, incompatible, or in conflict with the duties or responsibilities of said officer or

employee as they relate to employment with the County of Mono, or with the duties, functions, or responsibilities of employee's appointing authority or of the County, except as specified herein.

- A. Prohibited Outside Employment. An officer's or employee's outside employment, activity, or enterprise shall be prohibited if it:
1. Involves the use for private gain or advantage of the County's time, facilities, equipment and supplies; or the badge, uniform, prestige or influence or his/her County office or employment; or
  2. Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the County for the performance of an act which the officer or employee, if not performing such act, would be required or expected to render in the normal course or hours of his/her County employment or as a part of his/her duties as a County officer or employee; or
  3. Involves the performance of an act in other than his/her capacity as a County officer or an employee which act may be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other officer or employee; or
  4. Involves such time demands as should render performance of his/her duties as an officer or employee less efficient.
- B. When Outside Employment May Be Allowed. An officer's or employee's outside employment, activity or enterprise would not be deemed inconsistent, incompatible, in conflict with, or inimical to, the duties of the officer or employee, if the officer or employee, prior to engaging to any such employment, activity or enterprise makes a complete written disclosure to the Department Head or the appointing authority of all of the functions, duties and responsibilities required of said officer or employee by such employment, activity or enterprise, and receives written consent to engage in such employment, activity or enterprise from the Department Head, if an employee, or the Board, if an officer. A Department Head and/or the CAO may adopt a form for use in evaluating a permitting outside employment.

#### **460 Drug and Alcohol Policy**

- A. County Requirements. The County requires that any officer or employee:
1. Not report to work or be subject to being called to duty while his or her ability to perform job duties is impaired due to on or off duty alcohol or drug use. Not report to work if the effects of substance use (odor, appearance, etc.) are noticeable to the public.
  2. Not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours, while on County property, while using or operating County equipment or vehicles, or while subject to being called to duty, on breaks, or during meal periods.

3. Not directly or through third parties sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty.
  4. Notify his or her supervisor, before beginning work, when taking medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of County equipment.
  5. Provide, within 24 hours of request, bona fide verification of current valid prescription for any potential impairing drug or medication identified. The prescription must be in the employee's name. A medical marijuana prescription/license is not deemed a valid prescription for employment purposes.
  6. Notify the Human Resources Director and Department Head of any criminal drug conviction for a violation not later than five days after conviction.
- B. Special Restrictions. Special restrictions and/or policies applicable to Department of Transportation regulated or sensitive safety positions are incorporated herein by this reference, and will be enforced together with, and in addition to, the provisions of this section. Departments receiving federal funding may be subject to the Drug-Free Workplace Act of 1988.
- C. Discipline For Violations. Violation of any of the above can result in discipline up to and including termination, and may include the employee's participation in, and completion of, a drug or alcohol treatment program. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal leave and disability laws.
- D. Search of Property. The County reserves the right to search, without employee consent, all areas and properties in the County over which the County maintains control or joint control with the employee.
- E. Pre-employment screening. The County will maintain post-offer, pre-employment screening practices regarding drugs and alcohol. All offers of employment extended by the County shall be contingent upon the applicant submitting to and passing a fitness for duty examination which may include testing for use of drugs and alcohol for designated positions. Applicants who refuse to sign a consent form permitting testing or the release of test results to the County will not be hired/rehired.
- F. Management Responsibilities and Guidelines. Managers and supervisors are responsible for reasonable enforcement of this drug and alcohol policy. Managers and supervisors shall direct that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called to work.
1. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

2. Managers and supervisors shall direct an employee to submit to a drug and/or alcohol test if the employee has been involved in a vehicular accident where the employee was the driver or involved in any accident that causes damage to county property or injury to any person.
3. Any manager or supervisor directing an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs or alcohol.
4. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon direction will remind the employee of the requirements and disciplinary consequences of failing to submit to the analysis. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor will arrange for the employee to be safely transported home.
5. Managers and supervisors will not physically search the person or employee suspected of being under the influence of drugs and/or alcohol, nor search the personal possessions of such employee or person without first being provided the freely given written consent of the employee or person.
6. Managers and supervisors will notify the Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the County. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head may notify the appropriate law enforcement agency.

G. Physical Examination and Procedure. The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

1. Results of Drug and/or Alcohol Analysis Pre-employment. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drug and/or alcohol could affect performance of job, duties or responsibilities. If a drug screen is positive at the pre-employment physical the applicant must provide, within 24 hours of request, a bona fide verification of a valid prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.
2. During Employment Physical or Alcohol/Drug Test. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. If the drug screen is positive for a prescription drug, the employee must provide, within 24 hours of request, a bona fide verification of a valid current prescription of the drug identified in the drug screen. The prescription must be in



the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor that the employee has been prescribed and will be taking such prescribed drug, the employee will be subject to disciplinary action up to and including discharge.

3. Testing Procedures. Testing procedures and threshold limits shall be in accordance with state and federal law, DOT procedures, and as may be determined by policy established by the Board of Supervisors.
4. Investigation. If an alcohol or drug test is positive for alcohol or drugs, the County shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal laws.

G. Confidentiality. Laboratory reports and test results shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical file which will be securely kept under the control of the Human Resources department. The report or test results may be disclosed to County management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without consent, may also occur when (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and the employee, (3) the information needs to be used in administering an employee benefit plan; or, (4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

#### **470 Computer/Electronic Mail/Voice Mail/Internet Policy**

##### **A. Scope.**

1. County Provided Electronic Media. This policy applies to all Mono County employees who use any electronic media provided by the County. Electronic media is defined as computers, computer peripherals, computer software, laptops, voice mail, electronic mail (e-mail), Internet access, World Wide Web access, Intranet (MINE) access, on-line information services, electronic facsimile (fax) files, and any other electronic type of equipment that the County deems as electronic media.
2. Personal Electronic Media. This policy also applies to all personal electronic media used for County business purposes, and as such will be subject to the same conditions set forth herein.

##### **B. General Policy on the Use of Electronic Media.**

1. Business Purposes. Electronic media, as outlined in the scope above, are provided for the use of Mono County employees for business-related purposes and as such do not offer privacy protections that one might expect from a personal system.
2. Right to Search and Monitor. Supervisors, managers, Department Heads, as well as computer support personnel, as authorized by the Department Head, reserve the

right to enter, search and monitor the computer files, voice mail, e-mail, or any type of electronic file of any employee without advance notice. Justification for such actions may include monitoring work flow or productivity, and investigating theft, disclosure of confidential business or proprietary information, or personal abuse of the system.

3. On-line Information Service Use. Use of on-line information services such as the Internet and the World Wide Web is restricted. Access to online information services should be kept to a reasonable amount of time. The standard for a reasonable amount of time will be established at the discretion of the Department Head. Personal use of online information on County time is to be strictly limited, and may be prohibited by any Department Head for his/her department. As with use of on-line information services, personal use of the telephone should be: a) confined to any use that is absolutely necessary; b) kept to a minimum; c) brief and focused; d) to the extent practical, performed on breaks or lunch time, rather than on County work time. An abuse of this personal use policy may subject the employee to discipline, up to and including termination, as being an inexcusable neglect of duty and/or insubordination, and may result in prohibition from such personal use.
4. Voice Mail. Messages recorded, sent, received and/or stored utilizing the County's voice mail system should be considered as County property. Therefore, voice mail may be subject to search for the reasons stated above.
5. E-Mail. Internal and external messages and files sent, received and/or stored utilizing the County's e-mail program should be considered as County property. Therefore, e-mail may be subject to search for the reasons stated above.
6. Facsimiles. Electronic files of facsimiles (fax's) sent, received, and/or stored using County equipment should be considered County property and may be subject to search for such reasons as stated above.
7. Computers, Computer Software, Laptops and Computer Files. The County's computers, software and files stored on the computer or network will be considered as County property. Therefore, these devices may be subject to search for reasons stated above. In addition, all software that resides on any of the County's computers will be licensed and may be considered the property of Mono County.
8. Software Installations. No employee will install software on any County computer without first receiving permission from the Department Head, and subject to the review and approval of the Information Technology department.
9. No Hardware Tampering. No employee will alter or tamper with any County computer or interfere with its operation. All hardware failures will be immediately reported to the departmental or County computer specialist. Personnel will not attempt hardware repair unless so directed by the departmental or County computer specialist.
10. Mailing Lists. Administration of the County e-mail systems is a distributed function with each department responsible for the creation and maintenance of its

user community and mailing lists appropriate to that department. Unauthorized use of this mailing list is prohibited without the prior approval of the CAO or his or her designee.

11. Deleted Data. It should be noted that even though an employee may have deleted information or files from any of the electronic media, it does not mean that it is permanently deleted from the system. Deleted information that is retrieved may be used by the County for any and all purposes necessary to protect the County, including disciplinary action.
12. Records Retention Policy. Electronic media which are considered “County records” will be subject to the County’s records retention policies, including the same legal retention periods as paper documents. For the purposes of this policy, “County records” include: 1) permanent electronic computer files, and 2) telecommunications (e.g., e-mail and voice mail) which have been downloaded/converted into permanent electronic files, or have been printed to hard copies and stored as permanent files for the purposes of records retention. Thus, e-mail and voice mail which have *not* been converted to “County records” will be considered transitory communication, and treated similar to unrecorded phone calls, since they are not permanent records.
13. Public Records Act. Under the California Public Records Act, *any* electronic media message (e.g., e-mail or voice mail) or permanent computer file which has been generated by the County of Mono, may constitute a “public record,” and may be provided to the public through the California Public Records Act, or may be otherwise discoverable. Thus, employees must always assume that e-mail, voice mail, and permanent computer files are subject to disclosure unless a specific legal basis for non-disclosure exists.
14. Allowable Uses of Electronic Media. Allowable uses of electronic media for Mono County business purposes include the following:
  - a. To facilitate performance of job functions.
  - b. To facilitate communication of information within the County.
  - c. To coordinate meeting of individuals, locations and resources of Mono County.
  - d. To communicate with outside organizations as required in order to perform an employee’s job function.
15. Prohibited Uses of Electronic Media. Prohibited uses of electronic media include, but are not limited to the following (also see 23.3 and 23.4, below, for additional prohibited uses):
  - a. Illegal or impermissible activities as defined as a violation of County policies, regulations, and state and/or federal law.
  - b. Committing fraud or stealing data, or equipment.

- c. Using the network for an illegal activity, including violation of copyright, license agreements and other contracts, e.g. downloading music.
- d. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or any other protected status pursuant to Section 2.68.180 will not be tolerated. These include, but are not limited to, communicating slurs, obscene messages, and sending, downloading or viewing obscene materials and pictures.
- e. Sending or communicating threatening messages.
- f. Political endorsements.
- g. Commercial activities including areas of financial gain.
- h. Intentionally disrupting network traffic or crashing the network and connected systems (for example: sabotage, intentionally introducing a computer virus).
- i. Unauthorized access to others' files with no substantial business purpose, or vandalizing the data of another user.

16. Violation of Policy. Violation of this policy will be reviewed on a case-by-case basis and may result in disciplinary action, up to and including discharge.

C. E-mail and Voice Mail Usage.

- 1. Right to Review and Monitor. The County reserves the right to access all voice mail and e-mail left on or transmitted via the County's communication systems. Since e-mail and voice mail messages are County property and intended for County business, County employees will have no right or expectation of privacy in any e-mail or voice mail message in the County's communication systems. Supervisors and managers will have the right to review any e-mail or voice mail messages of any employee supervised by them at any time and for any reason. If the messages to be reviewed are no longer available within the department, the messages may be searched for in other department systems with the approval of the head of that department.
- 2. Purpose of E-mail and Voice Mail. The purpose of e-mail and voice mail is to provide a work related communication channel between individuals and groups, and to promote effective and efficient use of time and resources in order to carry out the business of the County. Employees are expected to utilize the County's communications systems with the same degree of respect, professionalism, and courtesy as is expected of personal face-to-face interactions. As with the telephone, personal e-mail and voice mail should be: a) confined to those absolutely necessary; b) kept to a minimum; c) brief and to the point; d) to the extent practical, performed on breaks or lunch time, rather than on County work time.

3. Uses of E-mail and Voice Mail. Listed below are examples of appropriate and inappropriate e-mail, and where applicable, voice mail use.
  - a. Examples of Appropriate Use:
    - i. Providing or requesting information regarding County business (e.g., meeting notification, budget issues, etc.).
    - ii. Transmitting a document or file (vs. printing and mailing the document).
    - iii. General announcements within the scope of the sender's job responsibilities (e.g., employee benefits information sent by the Employee Benefits Supervisor).
    - iv. Informational announcements that need to be communicated to County employees (e.g., parking lot repair schedule).
    - v. Union business that meets the criteria and standards for Union business as outlined in the applicable collective bargaining agreement.
  - b. Examples of Inappropriate Use:
    - i. Illegal or impermissible activities as defined as a violation of County policy, state, and/or federal law.
    - ii. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability or religious or political beliefs, or any other protected status will not be tolerated. These include, but are not limited to, slurs, obscene messages, materials, and pictures, or religious materials.
    - iii. Anything that may be construed as disruptive, threatening, offensive to others, or harmful to morale.
    - iv. Copyright infringement.
    - v. Items of a political nature or having to do with political activities.
    - vi. Unauthorized distribution of personnel or medical information.
    - vii. Use of E-mail when signed documents are required (Note: Use of E-mail to distribute documents for signature is acceptable).
    - viii. Purposely creating any message that purports to be from another person without their permission.
    - ix. Unauthorized use of County mailing lists.

- x. Unauthorized access to others' files with no substantial business purpose, or vandalizing the data of another user.
  - xi. Personal messages, including but not limited to, chain letters and broadly distributed e-mails regarding personal matters or interests.
3. Clarification. If an employee is unsure of what constitutes authorized County business purposes in his or her department, he or she should ask the supervisor, manager, or Department Head.
  4. Violations. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment.

D. Internet Usage

1. Purpose of the Internet. The purpose of Internet access is to distribute information to public constituencies or to conduct research for County job related activities.
2. Right to Review, Monitor, Report, and Restrict Internet Use. Since Internet access and use are intended for County business, County employees will have no right or expectation of privacy in any Internet activity using County equipment or networks. Supervisors and managers will have the right to review any Internet activity of any employee supervised by them at any time and for any reason. If the activity to be reviewed goes beyond the department's system, other department systems and records may be searched with the approval of the head of that department. The County may monitor and report on Internet use by County employees. Managers may restrict Internet use by anyone supervised by them at any time and for any reason. The County may restrict access to Internet sites whose content appears to have no purpose related to the business of the County.
3. Uses of the Internet. All Internet activities should be directly related to Mono County business. Use of the Internet should be handled as judiciously as the publication of County documents or the purchase of reference documents. Listed below are examples of appropriate and inappropriate Internet use.

a. Examples of Appropriate Use:

- i. Obtaining information regarding County business, i.e., policy, legislation, public meetings, technical research, legal research, etc.
- ii. Transmitting or receiving a file or document (in conjunction with e-mail).
- iii. Providing information regarding County business to the public, i.e., meeting agendas, key points of contact, forms, etc.
- iv. Delivery of County services, such as tax payments, facility reservations, health education and disaster coordination.

b. Examples of Inappropriate Use:

- i. File downloads not connected with County business.
  - ii. Generating, sending, requesting, receiving, downloading, viewing, or archiving material in any form, i.e., text, graphics, etc. which contains offensive or obscene language or content, or is harassing in nature.
  - iii. Engaging in activities resulting in personal gain, such as engaging in any personal business or commercial transaction, exhibiting items for sale, or transacting other personal business.
  - iv. Engaging in any unlawful activity.
  - v. Copyright infringement.
  - vi. Transmitting any County sensitive information over the Internet by other than secured transmission.
  - vii. Creating, furthering or participating in any act of fraud, waste or abuse through Internet activities.
  - viii. Intentionally disrupting network traffic or crashing the network and connected systems (for example: sabotage, intentionally introducing a computer virus).
  - ix. Engaging in any other act of misconduct such as discrimination, sexual harassment, and misuse of position.
  - x. Excessive or multiple Internet sessions, unless needed for official County business.
  - xi. Use of continuous services such as PointCast, live audio, live radio, and live video feeds unless needed for official County business, or as permitted by the Department Head except when a directive from the IT Department prohibits such use because of interference with County business needs.
- c. Clarification. If an employee is unsure of what constitutes authorized County business purposes in his or her department, he or she should ask the supervisor, manager, or Department Head.
- d. County Department Use and Responsibilities. It is each department's responsibility to insure appropriate use of Internet resources within its department, which is consistent with this policy.
- e. Alignment with County/Department Mission and Goals. Department information published on the County of Mono World Wide Web (WWW) server and links on System pages to other Web sites should be in alignment with the mission and goals of the County as well as the individual department. Any department specific information to be published on the County WWW must be approved by the Department Head for uploading to the Internet server. In addition, all department WWW pages should adhere to general County design guidelines in order for the County presence on the

WWW to have the same look and feel. It will be the responsibility of each department to periodically review their respective web pages and provide timely updates.

- f. Violations. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment.

E. Electronic Media Procedure for New Employees

1. Purpose. New employees who will be assigned electronic media will be required to complete the “Electronic Media Agreement and Application Form” which serves two purposes: (1) it documents each employee’s written consent to abide by rules set forth in this Personnel System; and (2) provides the necessary information for the Information Technology department, or the department’s authorized technical staff, to set up a login account, an e-mail account, Internet access, and the appropriate County network access for the new employee.
2. Procedure. Department supervisors or managers will provide a copy of this policy and the Electronic Media Agreement and Application Form to new employees on, and possibly before, their first day of employment.

**480 Job Abandonment**

An employee is deemed to have resigned if the employee is absent for three (3) consecutive work days without prior authorization and without notification during the period of absence. Employees separated from employment for job abandonment may be reinstated with such charge removed from the employee’s record upon presentation of acceptable justification for the absence. Said request for reinstatement must be made in writing to the Department Head within 30 days of the effective date of separation. A justified absence may include such occurrences as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. Employees have no right of appeal if deemed to have resigned as a result of job abandonment.

**490 Disciplinary Action – General**

Employees of the County who have obtained permanent or regular status may only be disciplined for cause.

**500 Disciplinary Action - Authority**

The Department Head, appointing authority or County Administrative Officer may demote, suspend, or discharge permanent employees. Managers and supervisors as well as the Department Head, appointing authority or the County Administrative Officer may provide written or oral reprimands.

**510 Disciplinary Action - Types**

- A. There are no rigid rules which specify the degree of disciplinary action which is appropriate for specific misconduct or performance deficiency. There is no requirement that discipline be “progressive,” and the County reserves its right to not follow progressive discipline. Progressive discipline is to be used to assist employees in improving their performance. It is not to be considered a bar or prior condition to suspension, demotion, or



termination. While termination for unsatisfactory conduct and certain types of misconduct will often be preceded by oral reprimand, written reprimand, or suspension, Mono County reserves the right to proceed to any level of discipline, including termination when such action is deemed appropriate. The facts and circumstances of the specific act, misconduct or performance deficiency, together with the employee's performance history, and the harm to public service, will be reviewed to determine the appropriate level of disciplinary action to be imposed. In general, this policy contemplates a two-tier approach when determining the level of appropriate discipline. Examples of this policy include, but are not limited to, the following:

1. The types of misconduct and poor performance that will usually result in an oral reprimand or written reprimand include limited incidents of tardiness and poor performance, minor acts of neglect of duty, incompetence, insubordination, and violations of rules or policies that will be corrected by a reasonable level of discipline and supervision.
2. The types of misconduct and poor performance that will usually result in suspension or termination will include any instance of violence, harassment, discrimination, theft, violation of a felony or any crime of moral turpitude, repeated poor performance or misconduct following any written reprimand, performance violation, performance improvement plan or corrective action plan, repeated acts of insubordination, neglect of duty, incompetence, or violation of any rule, law, or policy that may cause a risk or harm to any person.

B. Set forth below are the types of disciplinary action that can be imposed:

1. Oral Reprimand. Oral reprimand is the least formal action. It is administered by the employee's immediate supervisor or Department Head. This action is not noted in an employee's personnel file. There is no requirement to issue an oral reprimand before proceeding to any other appropriate level of discipline. Nothing shall prevent an oral reprimand to be changed to a written reprimand if, upon reflection or discussion with the Department Head, the supervisor determines that a written reprimand is the appropriate form of discipline.
2. Written Reprimand. The written reprimand is prepared by the employee's immediate supervisor or Department Head and explicitly describes the problem and possible solution. A copy of the written reprimand is filed in the employee's personnel file. There is no requirement to issue a written reprimand before proceeding to any other appropriate level of discipline.
3. Suspension. With the approval of the Department Head, an employee may be separated from service for one working day or more. Suspensions require County Counsel and Human Resource Director review and County Administrative Officer approval. There is no requirement to issue a suspension before proceeding to any other appropriate level of discipline.
4. Demotion. An involuntary reduction in status from one classification to another classification having a lower salary range. A demotion requires County Counsel and Human Resource Director review and approval of the County Administrative Officer.

5. Discharge. Discharge is an involuntary separation from employment of an employee for cause. Discharge requires County Counsel and Human Resource Director review and approval of the County Administrative Officer.

## **520 Disciplinary Action - Grounds**

- A. The maintenance of permanent status by an employee requires appropriate behavior and efficient and effective service. Employees are expected to observe and maintain certain standards of job performance and conduct. When job performance and conduct does not meet Mono County's standards, the employee's Department Head or his or her designee will endeavor, when deemed appropriate in their discretion, to provide employees with a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline, up to and including termination.
- B. Any permanent employee is subject to disciplinary action, including discharge, suspension, reduction in wages, demotion, written reprimand and oral reprimand. Listed below are examples of cause which will be deemed sufficient for such action by the County. These examples are intended to provide employees with fair notice of what is expected of them. It is not possible to provide an exhaustive list of all types of impermissible conduct and performance. Therefore, employees should be aware that conduct not specifically set forth below, but which adversely affects or is otherwise detrimental to the interests of Mono County, other employees, contractors, employees of other public agencies, clients, and members of the public, may also result in disciplinary action, including termination. Grounds for disciplinary action are not limited to the examples enumerated below:
  1. Fraud in securing appointment which shall include, but not be limited to, misrepresentation of any material fact in any written or oral application for work with Mono County; failure to possess any license or certificate necessary to the performance of the duties and functions required by the job for which the person is applying; and failure to possess any special skill or ability that may be required by the position for which the person is applying.
  2. Incompetence or inefficiency in the performance of duty. This is defined to include, but not be limited to, any neglect of duty and/or failure to meet reasonable work performance standards and requirements. The failure to comply with any performance improvement plan, corrective action plan, specific job improvement orders or suggestions set forth in a performance evaluation, or repeated failure to meet reasonable work performance standards, will result in disciplinary action that may include, suspension, demotion, or termination.
  3. Inexcusable neglect of duty. This may include, and not be limited to, unauthorized or excessive time away from the performance of the job duties, lack of attention to job responsibilities, failure to follow appropriate work procedures, and failure to perform duties in a timely manner. Repeated instances of inexcusable neglect of duty can not be tolerated by a public agency and will result in disciplinary action, up to and including termination.
  4. Insubordination. This is defined to include, but not be limited to, the willful failure or refusal to perform a particular duty, function or responsibility required by the position of employment. It may also include the failure to follow the terms and

conditions of a performance improvement plan. Repeated instances of insubordination, whether or not related to the first instance of insubordination, are not acceptable and will result in disciplinary, up to and including termination. Insubordination also includes conduct which insults, demeans, or undermines the authority of a supervisor or manager.

5. Dishonesty which is defined to include, but not be limited to, any unauthorized possession or use of property not belonging to the employee, the making of false statements to a supervisor, Department Head, or investigating authority, committing perjury, falsifying time cards, or any County documents or records, and making any false or deliberately misleading statements during the course of employment or concerning any business of the County.
6. Violation of the County's drug and alcohol policy, and when applicable, violation of Department of Transportation Regulations and/or the Drug-Free Workplace Act of 1988.
7. The conviction of either a misdemeanor or a felony related to the position held will constitute grounds for discipline up to and including dismissal of any employee. The record of conviction will be conclusive evidence of the fact that a conviction occurred. The Human Resources Director may inquire into the circumstances surrounding the commission of the crime in order to support the degree of discipline. A plea or verdict of guilty or a conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
8. Persistent, abusive or discourteous treatment of the members of the general public or fellow employees, including but not limited to, discriminating against, harassing, including sexually harassing, fellow employees or members of the public, and/or interfering with the work performance of others.
9. Political activity during an employee's or officer's working hours, when engaged in official county business, when using County equipment, while in County uniform or in a County vehicle, or in the name of the County.
10. Violation of any County ordinance or lawful department rule, regulation or policy.
11. Willful misuse of County property or causing damage to County property resulting from misuse or negligence.
12. Knowing and malicious publication (orally or in writing) of inaccurate or false information concerning County, its officers or employees, which is of such nature as to bring discredit to the County or its officers and employees.
13. Misrepresenting oneself as a spokesman for the County in such a way as to bring discredit to the County.
14. Working or approving overtime without authorization.
15. Excessive absenteeism, tardiness, or abuse of lunch and other break privileges.

16. Abuse of sick leave.
17. Mental or physical impairment which renders the employee unable to perform the essential functions of the job, with or without reasonable accommodation (if disabled), or presents a significant current risk of substantial harm or threat to the health and/or safety of self or others.
18. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
19. Failure to maintain confidential information.
20. Endangering another employee or member of the public through unsafe practices, engaging in threatening, intimidating, or discriminatory activities, and unlawful or unauthorized possession, brandishing, or use of any dangerous weapon.
21. Any other failure of good behavior or acts which are incompatible with or inimical to, or in any way provides harm to, the public service, brings discredit to the County, or is a violation of the Codes of Conduct provided in these rules under section 268.380.

### **530 Disciplinary Action – Effective Date**

Disciplinary action becomes final upon issuance of the final notice of the disciplinary action. Before taking action to dismiss, suspend without pay, demote, or cause a reduction in pay or other property interest of employment, specific procedures which provide the employee with procedural due process, must be followed. Any such proposed disciplined must be reviewed by the Human Resource Director or his or her designee, and the County Counsel's office, prior to such action being taken. The CAO may adopt a Skelly Hearing Policy that guides supervisors and managers through this process.

#### **A. Notice of Proposed Action (Skelly Notice).**

The appointing authority shall first attempt to cause the Notice of Proposed Action to be personally served on the employee if that is possible. If the circumstances do not allow for hand delivery of the notice, the notice may be mailed by both certified and first-class mail, and five days are to be added to the applicable response time.

The Notice of Proposed Action shall contain the following:

1. The name of the employee and their position.
2. A statement describing the disciplinary action proposed to be taken and the proposed effective date of such action.
3. A statement of the specific charge(s) for the proposed discipline from the grounds for discipline set forth in Section 2.68.520.
4. A clear and concise statement of the reasons for which the proposed disciplinary is being taken, including a statement of the acts or omissions that form the basis of the charges.
5. A statement that the employee may review and request copies of materials upon which the proposed action is based, or a statement that the materials that form the basis of the proposed action are attached to, and incorporated within, the notice.

6. A statement that the employee has the right to respond within seven (7) calendar days to the appointing authority either orally or in writing, and has a right to be represented at the hearing.

B. Employee Response.

The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon application and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) calendar days of service of the Notice of Proposed Discipline, or within the period specified in any written extension, the right to respond is waived and lost.

C. Hearing or Review of Written Response.

1. The purpose of the Skelly Hearing is to provide an opportunity for the employee to be heard. The employee may offer oral or written information that serves to refute factual allegations in the notice of proposed discipline and/or to offer facts or explanation in order to reduce the severity of the proposed discipline.

2. The following guidelines shall apply:

- i. The hearing officer shall be neutral and not directly involved in the decision to initiate the disciplinary action, except where departmental policy requires a specified officer to conduct the hearing.

- ii. The hearing is not a formal evidentiary hearing. The hearing officer may only review those documents which are relevant to the specific proceeding as determined in his or her sole discretion.

- iii. At the beginning of the hearing, the hearing officer shall explain the process and advise the employee that the scope of the hearing is limited to the charges and facts set forth in the Notice of Proposed Discipline and ask the employee if the employee has any questions about what is stated in that Notice, and to present facts in support of their position.

- iv. The employee is allowed to have one representative at the hearing if he or she chooses. This representative may be a union representative or attorney. The presence of other persons may be allowed at the sole discretion of the hearing officer.

- v. The Department may have one representative at the hearing to listen to the proceedings, take notes, and respond to questions from the hearing officer.

- vi. Following the hearing, the hearing officer shall submit a written recommendation, within 10 working days, to the supervisor or Department Head with authority to impose the final discipline. The recommendation, supported by facts, may be to confirm the proposed discipline; to suggest the proposed discipline should be modified or withdrawn; or to suggest that additional investigation may be necessary. Any written materials provided by the employee to the Skelly shall be attached to the recommendation.

D. Notice of Final Disciplinary Action.

Following the receipt of the hearing officer's written report and recommendation, the Supervisor or Department Head shall prepare a written Notice of Final Disciplinary Action. Deviation from the recommendation of the hearing officer should only be done in rare cases and only following review by County Counsel and approval of the County Administrative Officer.

The Notice of Final Disciplinary Action shall contain:

- 1 The name of the employee and their position.
2. A statement describing the disciplinary action to be taken and the effective date of such action.
3. A statement of the specific charge(s) for the discipline from the grounds for discipline set forth in Section 2.68.520.
4. A clear and concise statement of the reasons for which the proposed disciplinary is being taken, including a statement of the acts or omissions that form the basis of the charges. Any relevant facts presented by the employee in response to the proposed action, shall also be included.
5. A statement that the employee has a right to appeal the imposition of discipline to the Personnel Appeals Board within 10 working days of the service of the Notice of Final Disciplinary Action.

E. Leave Pending Employee Response.

Pending response to a Notice of Proposed Action, the appointing authority, for cause specified in writing, may request that the CAO place the employee on temporary leave of absence with pay pending the completion of the hearing process.

## **540 Personnel Appeals Board**

A Personnel Appeals Board shall hear and determine all appeals from disciplinary proceedings other than oral or written reprimands, which are not subject to appeal, and shall hear grievances as the final step of the grievance process (if reached). The Personnel Appeals Board will consist of a three-member panel drawn from a standing pool of six available members, as described more fully below. The Personnel Appeals Board ("Board") shall designate a Chair of the Board who shall oversee the hearings. The Board may adopt rules and procedures not inconsistent with the provisions of this Personnel System. The Clerk of the Board of Supervisors, or the Clerk of the Board of Supervisor's designee, shall serve as the Clerk of the Personnel Appeals Board. Meetings of the Personnel Appeals Board are subject to the Ralph M. Brown Act open meeting requirements.

- A. Appointment. There shall be a six-member pool of available Appeals Board members for each bargaining unit, all of whom shall be current County employees or officials. Nothing shall prevent an individual from being appointed to and serving as an available member in more than one standing pool. Of the six members in a given Appeals Board pool, three members shall be appointed by the Board of Supervisors and three shall be appointed by the employee's bargaining unit. When a particular matter is to come before the Appeals Board, a three-person panel shall be selected from the pool as follows: one member shall be selected by the employee's bargaining unit, one member shall be selected

by the Board of Supervisors, and a coin toss shall be used to determine who selects the final member (either the bargaining unit or the Board of Supervisors).

- B. Term. Each member of an Appeals Board pool shall serve for four years or until his/her successor is appointed and qualified, and any member may be removed at any time during their term without cause by the respective entity who appointed them (either the Board of Supervisors or the bargaining unit). A member may serve multiple terms.
- C. Authority of the Personnel Board. The Board will have the power to examine witnesses under oath, compel their attendance, compel production of evidence, issue subpoenas in the name of the County and deliver subpoenas to current employees and/or provide for service of the subpoenas. The refusal of a person to attend or to testify and answer to a subpoena will subject the person to prosecution in the same manner as set forth by law for failure to appear before the Board of Supervisors in response to subpoena issued by the Board of Supervisors and/or be subject to disciplinary action if the witness is an employee.
- D. Board Deliberations and Determinations. When the Board makes determinations, after required notice and hearing, the Board will have the following powers:
1. To deliberate in closed session.
  2. Upon reaching agreement with respect to a determination requiring findings and conclusions, the Board may direct the party determined as prevailing on a majority of the findings and conclusions to prepare a draft of proposed findings and conclusions, or the Board may draft its own findings and conclusions.
  3. The party (if any) directed by the Board to prepare a draft of proposed findings and conclusions will do so within five (5) working days of such direction and will send a copy of said findings to all parties affected by the decision or their counsel. Any party affected by the decision may within five (5) working days after the proposed findings and conclusions have been served upon them, serve and file objections to the proposed statement of findings and conclusions.
  4. Upon review of the proposed findings and conclusions and objections, the Board will accept, modify, or adopt them as satisfactory to the Board or reject them altogether as unsatisfactory and thereafter direct the party designated to prepare final findings and conclusions pursuant to the Board's instructions.
  5. The decision of the Personnel Appeals Board shall be the final administrative action and not subject to any further appeal.

## **550 Personnel Appeals Board – Appeal Procedure**

Within ten (10) working days of receipt of a final disciplinary action (other than an oral or written reprimand) an employee desiring to appeal must file, with the Human Resources Director, an answer admitting or denying, in whole or in part, the allegations of the final disciplinary notice. Matters not admitted by the answer shall be deemed denied. The Human Resources Director will stamp on the answer the date of filing and shall (1) place one copy in the clerk's file, (2) send one copy to the appointing authority, (3) send one copy to the County Counsel's office, and (4)

prepare three copies of the answer to be distributed to the three members of the Personnel Board. (Note: the foregoing shall not apply in the case of grievances coming before the Board.)

- A. Scheduling of Hearing. Upon receipt of the request for appeal, the Clerk of the Personnel Appeals Board shall schedule a hearing before the Personnel Appeals Board. Absent a stipulation to the contrary, the appeal hearing shall be set no less than twenty (20) working days and no more than sixty (60) working days from the day of the filing of the appeal. These deadlines are advisory only. Failure to schedule, notice or conduct a hearing within the suggested time periods shall not invalidate the disciplinary action being appealed. All interested parties shall be notified in writing of the day, time and place of the hearing at least fifteen (15) working days prior to the hearing.
- B. Private or Public Hearings. After calling the meeting to order, all hearings shall be private to protect the privacy interest of the employee; provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date or the hearing will be closed.
- C. Right to Representation. Both sides involved in the Personnel Appeals Board Hearing shall have the right to be represented by a party of their choice.
- D. Pre-Hearing Procedure.
  1. Subpoenas. The chair of the Board is authorized (but not required) to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, the Board may issue subpoenas only for good cause. The Human Resources Department will prepare subpoenas for all witnesses however, they will only serve subpoenas on individuals who are currently employed by the County. It will be the responsibility of the employee and the County to submit the names of County employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.
  2. Exhibits and Witnesses Lists. Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Department a list of all witnesses and a list and copy of all exhibits.
  3. Hearing Briefs. Either party may submit a concise hearing brief outlining the factual and legal issues and providing a legal analysis supporting the party's position. Hearing briefs shall be filed with the Clerk of the Board and served on the other party prior to the commencement of the hearing. Hearing briefs are limited to ten (10) pages or less unless otherwise allowed by the Chair of the Personnel Appeals Board.
- E. Record of Proceedings and Costs.
  1. Court Reporter. All disciplinary appeal hearings may, at the discretion of either party or the Personnel Appeals Board, be recorded by a court reporter. Any hearing that does not utilize a court reporter shall be recorded by audio tapes. If a court reporter is requested by either party, that party shall pay the cost of the court



reporter. If both parties request a court reporter, the cost will be split equally. If the Board requests the court reporter, the County will pay the cost of the reporter.

2. Employee Witness Compensation. Employees of the County who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The Board may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify, unless the County agrees to a different arrangement. Time spent by an employee summoned as a witness will count as hours worked.
- F. Conduct of the Hearing. The hearing need not be conducted in strict accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.
1. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Consideration shall be given to the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
  2. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
  3. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
  4. Irrelevant and unduly repetitious evidence may be excluded.
  5. The Personnel Appeals Board shall determine the relevancy, weight and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
  6. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
- G. Burden of Proof. In a disciplinary appeal the party employing discipline has the burden of proof by the preponderance of evidence.
- H. Request for Continuance. Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated and the Board must find that good cause exists prior to granting a request for continuance.
- I. Testimony under Oath. All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will request the witnesses to raise their right hand and respond to the following:

“Do you swear or affirm that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?”

J. Presentation of the Case. With respect to disciplinary appeals, the hearing shall proceed in the following order unless the Personnel Appeals Board for special reason, directs otherwise:

1. The party imposing discipline (department) shall be permitted to make an opening statement.
2. The appealing party (employee) shall be permitted to make an opening statement, or reserve an opening statement until presentation of their case.
3. The party imposing disciplinary action (department) shall produce their evidence.
4. The party appealing from such disciplinary action (employee) may then offer their evidence.
5. The party imposing discipline (department) followed by the appealing party (employee) may offer rebutting evidence.
6. Closing arguments shall be permitted at the discretion of the Personnel Appeals Board. The party imposing discipline (e.g. the party with the burden of proof), shall have the right to go first and to close the hearing by making the last argument. The Board may place a time limit on closing arguments. The Board or the parties may request the submission of written post-hearing briefs. The Board will determine whether to allow the parties to submit written post hearing briefs. The Board may also require that post-hearing briefs be tailored to address specific issues and set a specific maximum number of pages for said briefs.

With respect to grievances, the party who filed the grievance shall present their case first, followed by the department head or other party responding to the grievance. The Board may then allow rebuttals and closing arguments as it deems appropriate.

K. Procedure for the Parties. The party representing the department and the party representing the employee will address their remarks, including objections, to the Chair of the Board. Objections may be ruled upon summarily or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representative shall continue with the presentation of their case.

L. Right to Control Proceedings. While the parties are generally free to present their case in the order that they prefer, the chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses. The Chair shall allow parties to examine their own witnesses or to cross-examine the other party, or the other party's witnesses.

M. Hearing Demeanor and Behavior. All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or members of the Board, and shall conduct themselves with the civility and etiquette appropriate for a legal proceeding. The chair reserves the right to continue the hearing or dismiss disruptive witnesses or counsel.

N. Deliberation Upon the Case. The Board may choose to either deliberate the case in public or adjourn to closed session to deliberate. The Board will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in

reaching their decision. The Board may deliberate at the close of the hearing or at a later fixed date and time.

- O. Written Findings and Recommended Decision. The Board shall render their findings and decision as soon after the conclusion of the hearing as possible. The Board may ask the prevailing party to prepare the findings and submit those findings to the other party. Objections to the findings prepared can be made in writing by the unsuccessful party within a time specified by the Board. A finding must be made by the Board on each material issue.
- P. Judicial Review.
  - 1. Petition for Writ of Mandate. Judicial review of any decision of the Personnel Appeals Board may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the time limits specified in this section.
  - 2. 90 Days from Final Decision. Pursuant to Code of Civil Procedure Section 1094.6 any such petition shall be filed not later than the ninetieth (90th) day following the date on which the decision becomes final. The decision becomes final on the date it is mailed by first-class mail, postage prepaid, including a copy of the affidavit or certificate of mailing, or as provided pursuant to Code of Civil Procedure Section 1094.6(b).
  - 3. Administrative remedies are deemed exhausted when findings have been issued.

## **560 Grievance - Definitions**

With respect to the grievance procedure, unless the context indicates otherwise, the terms used are defined as follows:

- A. Grievance. A grievance is a written allegation by a Grievant, submitted as herein specified, claiming violation of the specific expressed terms of a memorandum of understanding or rules or regulations governing the personnel practices or working conditions of employees and for which there is no other specific method of review provided by State or Federal law or by County ordinance or rules.
- B. Grievant. A grievant is an employee in the County Service (probationary or permanent) or group of such employees adversely affected by an act or omission of the County or the majority representative of a bargaining unit.
- C. Immediate Supervisor. The individual who assigns, reviews or directs the work of an employee.
- D. Representative. The person selected by an employee to appear with that employee in the presentation of the employee's grievance.
- E. Superior. The individual to whom an Immediate Supervisor reports.

F. The Grievance Procedure is not to be used for the following:

1. For the purpose of resolving complaints, requests or changes in wages, hours and working conditions.
2. To challenge the results of employee evaluations or performance reviews; provided, however, that an overall evaluation of “unsatisfactory” that does not form the basis of a decision to grant or deny a pay increase (e.g., a step increase) may be grieved to step three of the grievance process and an overall evaluation of “unsatisfactory” that does form the basis of such a decision may be grieved to step four of the grievance process
3. To challenge the decision to re-classify, lay-off, deny reinstatement or deny a step or merit increase to an employee, except to the extent the grievance alleges a violation of a County procedural requirement related to such matters.
4. In cases of oral reprimand, written reprimand, demotion, suspension, or termination.
5. To challenge violation of the law or past practice.
6. To challenge examinations or appointment to positions.
7. To express unhappiness over lawful management decisions, style, etc.

#### **570 Grievance - General Rules**

- A. All parties to a grievance must act in good faith and strive for objectivity. Parties should endeavor to reach a solution at the earliest possible step of the procedure. Filing of a grievance will not result in retaliation.
- B. The aggrieved employee shall have the right to be represented or accompanied by a person of the employee’s choice if the grievance is not resolved at the informal level as provided in step one of the grievance procedure.
- C. The employee and his or her representative will have reasonable time and facilities allocated for the preparation of the employee’s position with respect to the grievance alleged. The time must be reasonable and not excessive.
- D. The timelines in the grievance procedure must be strictly followed. If the grievance is not appealed to the next level within the specified time limit, the grievance shall be considered withdrawn and will not be processed further. If the County fails to process the grievance in a timely manner, the grievance will go automatically to the next step. The parties may extend the timelines by mutual agreement in writing.
- E. Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give reasonable and timely notice to all persons concerned.

- F. When two (2) or more employees have a common grievance, they shall initiate a single group grievance or County may combine common grievances into a single group grievance. The initial hearing of the group grievance shall be by the immediate supervisor, superior or Department Head as determined by the Human Resources Manager.
- G. If the grievance is not resolved at the Department level, it shall be heard by the County Administrative Officer and his/her decision is final.

**580 Grievance - Procedure**

- A. Step One. Within five (5) working days of the date the employee knew or should have known of the incident giving rise to the grievance, the employee must discuss the matter informally with the employee's immediate supervisor. If more than five (5) working days elapse from the date the employee knew or should have known of the act or omission giving rise to the incident, the grievance will be rejected and will not be processed further. The employee or the supervisor may seek advice or counsel from superiors or the Department Head.
- B. Step Two. If, within five (5) working days of completion of Step One, a mutually acceptable solution has not been reached at Step One, the employee shall submit the grievance in writing to the Department Head or appointing authority.

In filing a grievance, the employee should set forth the following information:

1. The specific Section of the MOU, rules or regulations allegedly violated.
2. The specific act or omission that gave rise to this alleged violation.
3. The date or dates on which the violation occurred.
4. What documents, witnesses or other evidence supports the grievant's position.
5. The remedy requested.

Within ten (10) working days of receipt of a formal grievance, the Department Head or appointing authority will hold a meeting with the grievant and the grievant's representative. A written decision will be prepared within five (5) working days from the meeting, and shall be served on the employee within ten (10) working days or from the date of the meeting. The parties may agree to an extension of time for the written decision if necessary to perform research or investigation that may result in a resolution of the grievance. Before the issuance of the written decision, the Department Head of appointing authority will review the written decision with the County Counsel and the Human Resources Director.

- C. Step Three. Should an employee be dissatisfied with the decision of the Department Head or appointing authority, said employee, within five (5) working days of the receipt of the decision, may file a written appeal with the County Administrative Officer. The County Administrative Officer will render a decision within ten (10) working days.

D. Step Four. Should an employee be dissatisfied with the decision of the County Administrative Officer, said employee, within five (5) working days of receipt of the decision may appeal the matter to the Personnel Appeals Board by filing a written notice of appeal with the Human Resources Director. Note that step four is not available in the case of overall evaluations of “unsatisfactory” which do not form the basis of a decision to grant or deny a pay increase. (See above Section 2.68.560(F).)

## **590 Grievance - Confidentiality**

All grievances will be treated, to the extent possible, as matters requiring confidentiality, and all parties concerned will strive to limit publicity and notoriety surrounding the grievance.

## **600 Layoff**

- A. Layoff Determination. Whenever in the judgment of the Board of Supervisors it becomes necessary to abolish any position of employment, the employee holding such position of employment may be laid off or demoted without disciplinary action and without the right of appeal.
- B. Notification. Employees to be laid off should be given, whenever possible, at least fourteen (14) calendar days notice. The notice will include the reason for lay off, a list of displacement rights, and the effective date of layoff. Upon notification of layoff, any permanent or probationary employee, upon receiving a layoff notice, may use up to ten (10) days of accrued sick leave to look for other employment. Such leave may be taken upon at least one day’s notice to the employee’s Department Head or supervisor, and leave consisting of two or more days may be taken upon at least two day’s notice.
- C. Process for Lay Off. The Board of Supervisors shall have the sole discretion to determine the number and classification of employees to be laid off in each department. All layoffs shall be made by classification within a department.
- D. Order of Lay Off. Employees shall be laid off in the inverse order of their seniority in their classification in the department. This order may be modified when a Department Head requests, and the CAO determines, that an immediate business necessity requires a variance from this general order. The order shall be as follows:
1. Temporary employees;
  2. Probationary part-time employees;
  3. Probationary full-time employees;
  4. Permanent part-time employees;
  5. Permanent full-time employees.
- E. Seniority. Seniority is based on total continuous permanent employment with the County. Continuous permanent employment is defined as employment with the County without interruption commencing with the employee’s hiring date, except for authorized absences or absences to serve in the armed forces of the United States.

- F. Ties. Ties in hiring dates shall be broken by lot.
- G. Displacement. Permanent employees who are designated to be laid off may displace employees in a lower classification within the employee's department provided that the employee exercising the displacement privilege has greater seniority than the incumbent in the class which the employee is bumping, and provided that the employee meets the minimal qualifications for the job. Conditions which affect displacement rights are as follows:
1. The employee exercising the displacement privilege will displace the employee in the lower classification in the inverse order of seniority.
  2. All employees must exercise displacement privileges within five (5) working days after receipt of the notice of lay off, by written notice to the Human Resources Director. The County shall provide an appropriate layoffs list to the affected employee(s). If this choice is not exercised within the specified time, it is automatically forfeited. If an employee exercises their displacement privileges they will receive the salary in that new position in accordance with procedures governing voluntary demotion.
- H. Reemployment. An employee who has been laid off or demoted in lieu of layoff may be reemployed or reinstated as follows:
1. Eligibility for Reemployment Following Layoff. Permanent employees who are laid off, or demoted in lieu of lay-off will be eligible for reemployment in the classification from which they were laid off or demoted, or to a related classification with similar or lesser qualifications, if a vacancy in the classification occurs within two years of the date of layoff or demotion. If an employee declines an offer of reemployment two (2) times, the employee's name will be taken off the reemployment list.
  2. Process. Each permanent employee who has been laid off or demoted in lieu of lay off will be placed on a reemployment list by classification in the reverse order of layoff. As a vacancy occurs in the classification or related classification, the Human Resources Director will offer reemployment to the top person on the reemployment list. The employee shall have five days to respond to the offer.
  3. Status, Salary, Benefits, and Seniority Upon Reemployment. Permanent employees who are reemployed following a layoff will be placed on the salary range and step last held. If the employee is reemployed within one year the employee will be treated as if they had been on an unpaid leave of absence. Permanent employees who are reemployed after one year shall accrue benefits as if they are new employees. Any unused and unpaid sick leave shall be reinstated upon reemployment.

## **610 Personnel Records**

- A. General. The County maintains a personnel file on each employee. An employee's personnel file should contain only material that is necessary and relevant to the

administration of the County's personnel program. Personnel files are the property of the County and access to the information they contain is restricted.

B. Notifying County of Changes in Personnel Information. Each employee is responsible to promptly notify the Manager of Human Resources and Department Head of any changes in relevant personnel information including:

1. Legal Mailing address, residence address if different from mailing address, and email address if any;
2. Telephone and Cellular number, if any;
3. Persons to be contacted in case of emergency; and,
4. Number and names of dependants.

C. Medical Information.

1. Separate Confidential Files. All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with the American with Disabilities Act, the California Fair Employment and Housing Act and the California Confidentiality of Medical Information Act, and any other enacted federal or state laws.
2. Information in Medical Files. The County will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality in Medical Information Act and the Health Insurance Portability and Accountability Act. To enable the County to obtain certain medical information, the employee or the applicant may need to sign an Authorization for Release of Employee Medical Information.
3. Access to Medical Information. Access to employee or applicant medical information will be strictly limited to only those with a legitimate need to have such information for County business reasons. In the case of an employee with a disability, Managers, Supervisors, Department Heads, Risk Management, and Human Resources may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations, but may not be provided information about the medical condition unless authorized by state and federal law.

D. References and Release of Information in Personnel Files.

1. Public Information. Upon request, the County will release to the public information about its employees to the extent required by the Public Records Act. The County will not disclose personnel information that it considers would constitute an unwarranted invasion of personal privacy.
2. Reference Checks. All requests from outside the County for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Director. Information will be released only if the employee signs an Authorization for Release of Employment Information on the



form provided by the Human Resources Director. Without such authorization, the following limited information will be provided:

- a. Date of employment;
- b. Date of departure,
- c. Job Classification upon departure, and,
- d. Salary upon departure.

Managers and Supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Human Resources Director.

E. Employee Access to Personnel File.

1. Inspection of File. An employee may inspect his or her own personnel file at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Department Head or Human Resources Director to arrange an appointment. The review must be done in the presence of an employee who maintains the personnel file.
2. Copies. Upon request an employee is entitled to receive a copy of any employment - related document he or she has signed. An employee who wishes to receive such a copy should contact the Department Head or Human Resources Director.

## **620 Travel**

The County shall establish and maintain a consistent travel policy for out-of-County travel applicable to all employees, management, and elected officials. The Director of Finance shall be responsible for timely travel reimbursement in accordance with the established policy. It is the responsibility of the Human Resources Department to maintain current documents regarding the travel policy.

## **630 Travel Authorization**

- A. A completed travel request form shall be submitted to the County Administrative Office for all out-of-County travel requiring overnight accommodations. Department Heads may authorize travel for their respective employees in cases involving in-County and out-of-County travel not requiring overnight accommodations. Out-of-County travel is defined as travel outside of the geographic borders of Mono County and the contiguous northern territory of Inyo County bounded to the south by, and encompassing, the Bishop region.
- B. A completed travel request form shall be submitted to the County Administrative Officer as far in advance as possible of the anticipated date of the travel, but in no case less than seven days prior to the anticipated travel. All out-of-County travel requests shall initially be approved by the employee's Department Head or designee. Final approval shall be obtained from the County Administrative Officer, who may approve, deny or modify all proposed travel requests. Travel outside the states of California and Nevada must also be approved by the Board of Supervisors.

- C. If an emergency condition exists requiring the authorization of travel, a Department Head shall immediately notify the County Administrative Officer. If the County Administrative Officer is not available to authorize travel, the Department Head may authorize such travel, provided notification is given to the County Administrative Officer on the next available workday.
- D. Travel in County vehicles by persons other than County employees, clients, and contractors is not permitted unless specifically approved by the County Administrative Officer and Risk Manager in advance in writing.

**640 Travel Reimbursement**

- A. Unless otherwise specifically stated or provided by law, mileage reimbursement for authorized in-County and out-of-County travel where an employee uses his or her personal vehicle shall be at the current IRS rate. However, an employee who receives an automobile allowance shall not be reimbursed for any in-County mileage.
- B. Each County department is responsible for keeping travel and lodging costs within their individual travel budgets. Out-of-County travel involving overnight lodging shall be reimbursed for actual, reasonable and necessary lodging costs, in accordance with standard costs generally charged in the city or county visited. The lodging reimbursement is subject to approval by the Department Head and the Director of Finance.

Detailed justification must be provided when lodging reimbursement exceeding \$200 per night is being requested. After review, the Director of Finance may disapprove all or any portion of this request if he/she determines it to be unreasonable.

To be eligible for the lodging allowance, the employee must be authorized to travel to the designated area and must furnish a commercial lodging receipt for the day(s) of travel which indicates the location and cost of the lodging.

- C. Meal reimbursement rates and a meal reimbursement policy will be established by the Board of Supervisors and may be periodically adjusted, up or down, by the Board of Supervisors and/or pursuant to a specific Memorandum of Understanding.
- D. There shall be no reimbursement for in-County meals except under the following conditions and circumstances:
  - 1. Whenever an employee is temporarily assigned to an in-County job site and that assignment would require the employee to remain at the job site overnight.
  - 2. When a Department Head or designated representative is required to attend a County-related function which includes a meal as part of the function.
- E. The following expenses may be claimed for reimbursement if incurred in the performance of county business:
  - 1. Registration fees;

2. Parking fees;
3. Ferry or bridge tolls;
4. Bus or taxi fares.

F. The following expenses will not be reimbursed:

1. Gratuities, with the exception of customary and usual gratuities associated with restaurant meals in an amount not to exceed 15% of the total meal cost prior to adding the gratuity, excluding any alcohol, provided that the gratuity is documented in a manner acceptable to the Finance Director;
2. Personal services such as dry cleaning or laundry;
3. Valet parking unless no self-parking is available;
4. Room service charges;
5. Alcoholic beverages.

#### **650 Travel Advance**

- A. Department Heads are expected to provide employees with County credit cards in lieu of travel advances, and travel advances should be granted only when there is insufficient time to obtain a credit card.
- B. Employees requesting a travel advance must submit the travel request form at least ten days prior to the anticipated travel.
- C. Travel advance requests may include advance payment for registration, lodging, meals and/or transportation and shall not be granted in an amount less than fifty dollars.
- D. Employees receiving a travel advance must file a reconciliation claim with the Director of Finance for their travel within thirty (30) days of their return from the trip.

#### **660 Travel Claim Procedure**

- A. Claims for expenses while traveling on official business must be submitted to the Director of Finance within thirty (30) days of the completion of the travel.
- B. Claims must include the following:
  1. A statement of the purpose for the trip and a copy of the agenda for conferences;
  2. The date and time the employee departed and the date and time the employee returned;

3. An itemized list of expenditures with corresponding receipts with the exception of meals in cases where the meal allowance is claimed as the reimbursement;
4. When a personal vehicle is used, a Map Quest statement of the round trip mileage.

## 670 Employer/Employee Relations Policy

- A. Statement of Purpose. This policy implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations between the County and its employee organizations. Nothing contained herein shall be deemed to supersede the provisions of state law, ordinances, resolutions and rules which establish and regulate the merit and civil service system, or which provide for other methods of administering employer-employee relations. This policy is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees, employee organizations and the County.

It is the purpose of this policy to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive County rights with respect to matters of general legislative or managerial policy, which include among others: the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

- B. Definitions. As used in this Resolution, the following terms shall have the meanings indicated:
1. Appropriate unit - a unit of employee classes or positions, established as set forth herein.
  2. County - County of Mono, and, where appropriate refers to the Board of Supervisors or any duly authorized County representative.
  3. Confidential Employee - means an employee who, in the course of his or her duties, has access to confidential information relating to the County's administration of employer-employee relations.

4. Consult/Consultation in Good Faith - to communicate orally or in writing with all affected employee organizations, whether exclusively recognized or not, for the purpose of presenting and obtaining views or advising of proposed actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposals with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to the impasse process.
5. Day - calendar day unless expressly stated otherwise.
6. Employee Relations Officer- the County Administrative Officer or his/her duly authorized representative, usually the Human Resources Director.
7. Exclusively Recognized Employee Organization - an employee organization which has been formally acknowledged by the County as the sole employee organization representing the employees in an appropriate representation unit, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.
8. Impasse - means that the representatives of the County and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
9. Management Employee - an employee having responsibility for formulating, administering or managing the implementation of County policies and programs.
10. Proof of Employee Support - (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of a petition.
11. Supervisory Employee - any employee having authority, in the interest of the County, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

C. Filing of Recognition Petition by Employee Organization. An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization

representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

1. Name and address of the employee organization.
2. Names and titles of its officers.
3. Names of employee organization representatives who are authorized to speak on behalf of the organization.
4. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the County.
5. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.
6. A copy of the employee organization's constitution and bylaws.
7. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
8. A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, sexual orientation, mental or physical disability or medical condition.
9. The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.
10. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the County. Such written proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.
11. A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

D. County Response to Recognition Petition.

Upon receipt of the Petition, the Employee Relations Officer shall determine whether:

1. There has been compliance with the requirements of the Recognition Petition, and
2. The proposed representation unit is an appropriate unit.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she will so inform the petitioning employee organization, give written notice of such request for recognition to the employees in the unit and take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization and, if the determination thereafter remains unchanged, will inform that organization of the reasons therefore in writing.

The petitioning employee organization may appeal such determination in accordance with Section L of this policy.

- E. Open Period for Filing Challenging Petition. Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section C. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit petitioning employee organizations will be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with this policy as set forth in Section H. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Section L.
- F. Granting Recognition Without an Election. If the proof of support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusive Recognized Employee Organization for the designated unit.
- G. Election Procedure. The Employee Relations Officer will arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this policy will be included on the ballot. The ballot will also reserve to employees the choice of representing themselves individually in their employment relations with the County. Employees entitled to vote in such election will be employees within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including

those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the County in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the County and by each employee organization appearing on the ballot.

H. Procedure for Decertification of Exclusively Recognized Employee Organization. A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

1. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
2. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
3. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
4. Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation



and information required under paragraph of this Section H, and otherwise conforms to the requirements of Section C.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article II. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section L. If the determination of the Employee Relations Officer is in the affirmative, or if a negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section G.

During the "open period" specified in the first paragraph of this Section, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event any other employee organization may within fifteen (15) days of such notice file a Recognition Petition in accordance with this Section, which the Employee Relations Officer shall act on in accordance with this Section.

If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

I. Policy and Standards for Determination of Appropriate Units. The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the County and its compatibility with the primary responsibility of the County and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
2. History of representation in the County and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
3. Consistency with the organizational patterns of the County.
4. Effect of differing legally mandated impasse resolution procedures.

5. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
6. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classifications among two or more units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in Section B of this policy, are determining factors in establishing appropriate units hereunder, and therefore managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization which represents other employees.

Peace Officers may be required to be represented in separate units composed solely of such Peace Officers. These units shall not be represented by an organization that, directly or indirectly, is subordinate to any other employee organization which includes non-peace officers.

The Employee Relations Officer will, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section. The decision of the Employee Relations Officer will be final.

- J. Procedure for Modification of Established Appropriate Units. Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Section H. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Section C will contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set herein. The Employee Relations Officer shall process such petitions as other Recognition Petitions.

The Employee Relations Officer may by his/her own motion propose that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Section I, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section L of this Article. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section C.

- K. Procedure for Processing Severance Requests. An employee organization may file a request to become the recognized employee organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another recognized employee organization. The timing, form and processing of such request shall be as specified in Section J for modification requests.

- L. Appeals. An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition under Section C, Challenging Petition under Section E, Decertification Petition under Section H, Unit Modification Petition under Section J, or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition under Section H has not been filed in compliance with this policy may, within ten (10) calendar days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the Board of Supervisors for final decision within fifteen (15) calendar days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

An appeal to the Board of Supervisors shall be filed with the Clerk of the Board, and a copy thereof served on the Human Resources Director and the Employee Relations Officer. The Board of Supervisors shall commence to consider the matter within thirty (30) calendar days of the filing of the appeal. The Board may, in its discretion, refer the dispute to a third party hearing process. Any decision of the Board of Supervisors on the use of such procedure, and/or any decision of the Board determining the substance of the dispute, shall be final and binding.

- M. Submission of Current Information by Recognized Employee Organizations. All changes in the information filed with the County by an Exclusively Recognized Employee Organization set forth in its Recognition Petition under Section C of this Section shall be submitted in writing to the Employee Relations Officer within fourteen (14) calendar days of such change.
- N. Employee Organization Activities -- Use of County Resources. Access to County work locations and the use of County paid time, facilities, equipment and other resources by employee organizations and those representing them shall be: (1) authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures; (2) limited to lawful activities consistent with the provisions of this Section that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections; and, (3) shall not interfere with the efficiency, safety and security of County operations.
- O. Administrative Rules and Procedures. The County Administrative Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this policy after consultation with affected employee organizations.
- P. Initiation of Impasse Procedures. If the meet and confer process has reached impasse as defined in Section B.8 of this policy, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

1. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
2. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

Q. Impasse Procedures.

Impasse procedures are as follows:

1. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.
2. If the parties fail to agree to submit the dispute to mediation or fail to agree on the selection of a mediator, or fail to resolve the dispute through mediation within fifteen (15) days after the mediator commenced meeting with the parties, the parties may agree to submit the impasse to fact-finding.
3. If the parties agree on fact-finding, they may agree on the appointment of one or more fact-finders. If they fail to so agree on one or more fact-finders, a fact-finding panel of three (3) shall be appointed in the following manner: One member of the panel shall be appointed by the Employee Relations Officer, one member shall be appointed by the Exclusively Recognized Employee Organization, and those two shall name a third, who shall be the chairperson. If they are unable to agree upon a third, they shall select by agreement the third member from one or more lists of seven (7) names of individuals having fact-finding experience in the municipal sector to be provided by the California State Mediation and Conciliation Service.
4. The following constitute the jurisdictional and procedural requirements for fact-finding:
  - a. The fact-finders shall consider and be guided by applicable federal and state laws.
  - b. Subject to the stipulations of the parties, the fact-finders shall determine and apply the following measures and criteria in arriving at their findings and recommendations:
    - (1) First, as relevant to the issues in dispute, the fact-finders shall compare the total compensation, hours and conditions of employment of the employees involved in the fact-finding proceeding with the total compensation, hours and conditions of employment of other employees performing similar services in public and private employment in the same and comparable communities. "Total compensation" shall mean all wage compensation, including but not limited to premium, incentive, standby, out-of-class and deferred pay; all paid leave time; all allowances, including but not limited to educational and uniform

benefits; and employer payments for all health, welfare and pension benefits.

- (2) The fact-finders shall then adjust the results of the above comparisons based on the following factors:

The compensation necessary to recruit and retain qualified personnel.

Maintaining compensation relationships between job classifications and positions within the County.

The pattern of change that has occurred in the total compensation of the employees in the unit at impasse as compared to the pattern of change in the average "consumer price index" for goods and services, and the pattern of change in wages and compensation of other wage earners.

- (3) The fact-finder(s) shall then determine preliminary recommendations based on the comparisons as adjusted above which, however, shall be reduced as appropriate based on the financial resources of the County to implement them. In assessing the County's financial resources, the fact-finder(s) shall be bound by the following:

Other legislatively determined and projected demands on agency resources, i.e., budgetary priorities as established by the governing body; and

Allowance for equitable compensation increases for other employees and employee groups for the corresponding fiscal period(s); and

Revenue projections not to exceed currently authorized tax and fee rates for the relevant fiscal year(s); and

Assurance of sufficient and sound budgetary reserves; and

Constitutional, statutory (and charter) limitations on the level and use of revenues and expenditures.

- c. The fact-finders shall make written findings of fact, and advisory recommendations for the resolution of the issues in dispute, which shall be presented in terms of the criteria, adjustments, and limitations specified above. Any member of a fact-finding panel shall be accorded the right to file dissenting written findings of fact and recommendations. The fact-finder or chairperson of the fact-finding panel shall serve such findings and recommendations on the Employee Relations Officer and the designated representative of the Exclusively Recognized Employee Organization.

5. If these parties have not resolved the impasse within ten (10) calendar days after service of the findings and recommendations upon them, the fact-finder or the chairperson of the fact-finding panel shall make them public by submitting them to the Human Resources Director for consideration by the Board of Supervisors in connection with the Board's legislative consideration of the impasse.
  6. If the parties did not agree on mediation or the selection of a mediator and did not agree on fact-finding, or having so agreed, the impasse has not been resolved, the Board of Supervisors may take such action regarding the impasse as it in its discretion deems appropriate as in the public interest. Any legislative action by the Board on the impasse shall be final and binding.
- R. Costs of Impasse Procedures. The cost for the services of a mediator and fact-finder or chairperson of a fact-finding panel utilized by the parties, and other mutually incurred costs of mediation and fact-finding, shall be borne equally by the County and Exclusively Recognized Employee Organization. The cost for a fact-finding panel member selected by each party, and other separately incurred costs, shall be borne by such party.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 18, 2012	<b>DEPARTMENT</b>	Sheriff Coroner
<b>ADDITIONAL DEPARTMENTS</b>	County Counsel, HR		
<b>TIME REQUIRED</b>	10 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Sheriff Rick Scholl, Marshall Rudolph
<b>SUBJECT</b>	Resolution Regarding Additional Deputy Sheriff Compensation		

### AGENDA DESCRIPTION:

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

Proposed resolution authorizing additional compensation for deputy sheriffs performing special assignments pertaining to narcotics enforcement (MONET), care of a law-enforcement canine ("K-9"), and lead worker/supervisor for court security and bailiff functions.

### RECOMMENDED ACTION:

Adopt proposed resolution #R12-\_\_\_\_\_, authorizing additional compensation for deputy sheriffs performing special assignments pertaining to narcotics enforcement (MONET), care of a law-enforcement canine ("K-9"), and lead worker/supervisor for court security and bailiff functions.

### FISCAL IMPACT:

Est \$12,900/year.

**CONTACT NAME:** Rick Scholl

**PHONE/EMAIL:** (760) 932-5308 /

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

---

## ATTACHMENTS:

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 [staff report re MONET](#)

 [Resolution re MONET etc.](#)

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### History

Time	Who	Approval
9/10/2012 5:13 PM	County Administrative Office	Yes
9/10/2012 5:55 PM	County Counsel	Yes
9/12/2012 7:13 AM	Finance	Yes



**County Counsel**  
Marshall Rudolph

**Assistant County Counsel**  
Stacey Simon

**Deputy County Counsels**  
Tara McKenzie  
John-Carl Vallejo

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*  
South County Offices  
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700  
**Facsimile**  
760-924-1701

**Legal Assistant**  
Michelle Robinson

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: September 19, 2012

RE: Resolution authorizing additional compensation for deputy sheriffs performing special assignments pertaining to narcotics enforcement (MONET), care of a law enforcement canine ("K-9"), and lead worker/supervisor for court security and bailiff functions

**Recommendation:**

Adopt proposed resolution.

**Fiscal/Mandates Impact:**

To be determined by Finance.

**Discussion:**

The proposed resolution is self-explanatory. It would authorize the following additional compensation for deputy sheriffs performing certain special assignments:

- 5% additional compensation for deputies assigned by the Sheriff to narcotics enforcement as a member of the Mono Narcotics Enforcement Team (MONET). This additional compensation is consistent with the County's past practice.
- \$300 per month additional compensation for deputies assigned by the Sheriff to handle and care for a K-9 law enforcement dog. This is intended to compensate for the deputy's off-duty time spent feeding, grooming, cleaning up after, and otherwise caring for the dog. The Fair Labor Standards Act requires that the County provide some sort of

compensation for such activities based on estimated hours – and as a flat sum rather than a percentage of salary.

- 5% additional compensation for the deputy who acts as lead worker and supervisor of other Sheriff Department employees who perform court security and bailiff functions. That supervisory role is sometimes referred to as “senior bailiff.”

If you have any questions regarding the foregoing, please feel free to call me at (760) 924-1707 or Sheriff Rick Scholl at (760) 932-5308.



1 enforcement activities ("K-9"). Said compensation is based on and includes all estimated off-  
2 duty time reasonably related to maintaining the assigned K-9 for the job, including but not  
3 limited to feeding, exercising, training, grooming, cleaning up after, and otherwise caring for  
4 the K-9. It does not include veterinarian fees, dog food, or other reimbursable expenses for  
5 upkeep of the K-9. Said additional compensation is intended to constitute a "Canine  
6 Officer/Animal Premium" reportable as special compensation to CalPERS and shall be  
7 provided only during the period of a deputy sheriff's K-9 assignment.

8 **SECTION THREE: LEAD WORKER/SUPERVISOR PAY FOR COURT**  
9 **SECURITY AND BAILIFF FUNCTIONS (SENIOR BAILIFF**  
10 **PAY)**

11 The County shall provide a five percent (5%) increase to the base compensation of the  
12 deputy sheriff who is routinely and consistently assigned by the Sheriff to a lead or  
13 supervisory position over other employees and subordinate classifications performing court  
14 security and bailiff functions (also known as the "senior bailiff"). Said additional  
15 compensation is intended to constitute a "Lead Worker/Supervisor Premium" reportable as  
16 special compensation to CalPERS and shall be provided only during the period of a deputy  
17 sheriff's assignment as senior bailiff.

18 PASSED AND ADOPTED this 18th day of September, 2012, by the following  
19 vote:

20 AYES :  
21 NOES :  
22 ABSTAIN :  
23 ABSENT :

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

26 \_\_\_\_\_  
27 Vikki Bauer, Chair  
28 Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

<b>MEETING DATE</b>	September 18, 2012	<b>DEPARTMENT</b>	County Counsel
<b>ADDITIONAL DEPARTMENTS</b>	Risk Management		
<b>TIME REQUIRED</b>	5 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Marshall Rudolph
<b>SUBJECT</b>	Carroll Claim for Damages		

**AGENDA DESCRIPTION:**

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

Claim for Damages presented on or about August 17, 2012, by Jesse Carroll (County Claim No. CL12-12).

**RECOMMENDED ACTION:**

Take no action and direct county counsel to return the claim to claimant because it was not presented within the time required by law.

**FISCAL IMPACT:**

None if the claim is returned as recommended.

\*\*\*\*\*

**LUNCH**

\*\*\*\*\*

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

**CONTACT NAME:** Marshall Rudolph

**PHONE/EMAIL:** (760) 924-1707 / mrudolph@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR

**SEND COPIES TO:**

**PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING**

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**MINUTE ORDER REQUESTED:**

YES  NO

---

**ATTACHMENTS:**

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[staff report re Carroll claim](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/12/2012 12:06 PM	County Administrative Office	Yes
9/12/2012 12:05 PM	County Counsel	Yes
9/12/2012 12:06 PM	Finance	Yes

**County Counsel**  
Marshall Rudolph

**Assistant County Counsel**  
Stacey Simon

**Deputy County Counsels**  
Tara McKenzie  
John-Carl Vallejo

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*  
South County Offices  
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700  
**Facsimile**  
760-924-1701

**Legal Assistant**  
Michelle Robinson

TO: Board of Supervisors  
FROM: Marshall Rudolph  
DATE: September 18, 2012  
RE: Claim For Damages presented by Jesse Carroll

**Recommendation:**

Take no action regarding Claim For Damages (Claim No. CL 12-12) presented by Jesse Carroll and direct County Counsel to return claim to claimant because it was not presented within the time required by law.

**Fiscal/Mandates Impact:**

None if the claim is returned as recommended.

**Discussion:**

In accordance with Board practice regarding claims for damages, a copy of Mr. Carroll's claim is not enclosed in your packets but will provided you at the Board meeting in connection with a closed session regarding this claim.

If you have any questions regarding this item, please call me at 924-1707.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 18, 2012	<b>DEPARTMENT</b>	Board of Supervisors
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	45 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Steven R. Frisch, Sierra Business Council President
<b>SUBJECT</b>	Sierra Business Council		

### AGENDA DESCRIPTION:

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

Sierra Business Council will present its recent publication, "Eastern Sierra Innovation and Prosperity: An Industry Cluster Approach to Economic Sustainability in California's Inyo and Mono Counties". A copy of the report is available in the Clerk of the Board's Office (74 School Street, Annex 1, Bridgeport, CA). A copy is also available online: <http://www.monocounty.ca.gov/bos.html>. This item is being co-sponsored by Supervisors Hunt and Bauer.

### RECOMMENDED ACTION:

Informational only.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Lynda Roberts

**PHONE/EMAIL:** 760-932-5538 / lroberts@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO



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## ATTACHMENTS:

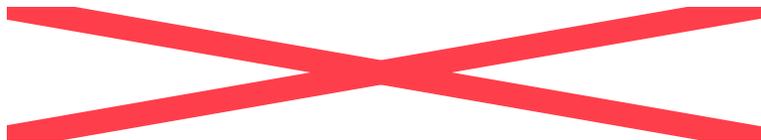
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 [Sierra Business Council](#)

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### History

Time	Who	Approval
9/4/2012 3:50 PM	County Administrative Office	Yes
9/10/2012 5:32 PM	County Counsel	Yes
9/4/2012 5:42 PM	Finance	Yes



To: Honorable Board of Supervisors

From: Steven R. Frisch, President Sierra Business Council

Date: August 29, 2012

Subject

Presentation of the publication, “Eastern Sierra Innovation and Prosperity: An Industry Cluster Approach to Economic Sustainability in California’s Inyo and Mono Counties.”

Recommendation

This is an informational item only. No action is requested. Sierra Business Council requests the opportunity to present for your consideration its recently published report, “Eastern Sierra Innovation and Prosperity: An Industry Cluster Approach to Economic Sustainability in California’s Inyo and Mono Counties.”

Discussion

The Eastern Sierra Innovation and Prosperity report examines historic and current economic conditions in Inyo and Mono Counties and includes recommendations and strategies of the report’s steering committee. The steering committee was comprised of Inyo and Mono County community and business leaders who dedicated hundreds of hours to conducting interviews, attending workshops, managing surveys, meeting with government officials, participating in site visits, and in deliberating the relevance and potential benefits of each strategy and recommendation proposed. Sierra Business Council presents “Eastern Sierra Innovation and Prosperity: An Industry Cluster Approach to Economic Sustainability in California’s Inyo and Mono Counties” for your consideration as Board of Supervisors of Mono County.

Fiscal Impact

None



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 18, 2012	<b>DEPARTMENT</b>	Mental Health
<b>ADDITIONAL DEPARTMENTS</b>	Social Services, Public Health, Probation		
<b>TIME REQUIRED</b>	15 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Robin K. Roberts, Ellen Thompson, Julie Tiede, Linda Salcido, Tracie Neal
<b>SUBJECT</b>	Mono County Wraparound Program		

### AGENDA DESCRIPTION:

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

Presentation by Ellen Thompson and Robin Roberts regarding Mono County Wraparound Program.

### RECOMMENDED ACTION:

Provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Robin K. Roberts

**PHONE/EMAIL:** 760.924.1740 / rroberts@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[📄 Wraparound Plan](#)

[📄 Staff Report, Wraparound Program](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/22/2012 6:43 AM	County Administrative Office	Yes
9/10/2012 5:25 PM	County Counsel	Yes
8/21/2012 3:49 PM	Finance	Yes

**Mono County  
SB 163 Wraparound Plan**

Submitted By

Mono County Wraparound Management Team

Mono County Wraparound Management Team:

Mono County Behavioral Health  
Mono County Social Services  
Mono County Public Health  
Mono County Probation

## **Section 1. Wraparound Implementation**

### **I. Organizational Structure**

#### **A. Organizational & Administrative Structure for Wraparound Implementation**

Mono County uses a public agency model for implementation of Wraparound according to SB 163.

The Mono County Wraparound Program is a collaborative effort between the primary county agencies involved in providing services to children and their families: Mono County Behavioral Health (formerly Mono County Mental Health and Mono County Alcohol and Drug Program), Mono County Social Services, Mono County Probation, and Mono County Public Health. Mono County Behavioral Health serves as the lead agency and supplies the Wrap Coordinator. Social Services is the fiscal lead and pays for the services provided through the Wraparound Program once they have been properly invoiced via the Wrap Coordinator.

The current structure for the Wraparound Program reflects the history of and desire for cohesive working relations between Mono County agencies. Given our small size, it is not unusual for a family to be known by each of the agencies participating in the Wraparound Program. Such a high level of collaboration enhances recognition and utilization of the strengths of individuals, families, service providers, and community factors.

#### **B. Infrastructure for Developing and Maintaining Wraparound**

There are three teams within the program: The Management Team, the Core Wrap Team, and the Family Team.

##### **The Management Team**

The Management Team consists of the directors of the Mono County departments of Behavioral Health, Social Services, Probation, and Public Health, as well as fiscal managers from Behavioral Health and Social Services, a CWS social worker, and the Wrap Coordinator. The Management Team is assigned the following tasks associated with administration of the Wraparound Program, including, but not necessarily limited to the following:

- oversight of the budget;
- maintenance of realignment funding;
- supporting and supervising the Core Wrap Team;
- creating and implementing standards of care;
- creating and overseeing program evaluation procedures; and
- collaborating with and providing information to the community.

Management Team members support the Wraparound Program within their agencies by implementing appropriate interagency procedures necessary to facilitate the Wraparound process.

The Management Team supplies the vision and the mission for the Wraparound Program. The Management Team works closely with the Wrap Coordinator to ensure that the strengths of the Core Wrap Team and each Family Team are being utilized to the benefit of all involved. The Management Team selects individuals from each agency to make up the Core Wrap Team.

The Management Team identifies annual goals and desired outcomes for the Wraparound Program. This team monitors adherence to Wraparound program standards and encourages all program participants to remain mindful and respectful of Wraparound values. This group also collects data regarding the Wraparound process and performance outcomes.

When the Core Wrap Team is unable to resolve conflicts or disagreements, the Management Team provides mediation and guidance for conflict resolution.

The Management Team creates an annual training calendar and budget for the Wrap Coordinator, Core Wrap Team members, Family Team members, and others involved in the Wraparound process.

The Management Team strives to create community partnerships whenever possible. This team will provide leadership to the Wrap Coordinator and within the community in an effort to create liaisons that will support the strengths of the Family Team. The Management Team recognizes that work within the community is essential for any of the Wraparound families to be successful and will support such partnerships in order to help families participate in their community given their needs and based on their individual structure, culture, and connection with each community partner.

A significant duty of the Management Team is to review each referral to the Wraparound Program to determine eligibility and suitability for admission to the program. The Management Team is also responsible for the decision to terminate a family from the Wraparound Program should that become necessary and unavoidable.

### **The Core Wrap Team**

The Core Wrap Team is overseen by the Wrap Coordinator. This core team will consist of, but not be limited to, the Wrap Coordinator, Behavioral Health therapists and care managers, the youth Probation Officer, CWS social workers, a Public Health Nurse, and parent partners.

The Core Wrap Team will meet every other week to discuss, evaluate, and make recommendations for improvement of the overall functioning of the Wraparound program. Upon receipt of a new referral, the Core Wrap Team will discuss the case and decide which Core Wrap Team members should attend the initial Family Team meeting. On an ongoing basis, the team will monitor the progress of each Family Team and formulate plans to optimize the effectiveness of the Wraparound Program

for each child and family. The purpose of the regular Core Team meetings is not to make decisions for families, but rather to strategize ways of building ever more effective Family Teams.

The Core Wrap Team will review use of flexible Wraparound funds and evaluate the appropriateness of expenditures in terms of relevance to family goals and sustainability. Such review will result in recommendations for improved decision-making regarding use of flexible funds in the future.

### **The Family Team**

The Family Team consists of the child and his or her family, the Wrap Coordinator, a representative from the referring agency (CWS, Probation, or Behavioral Health), relevant service providers, parent partners, individuals identified by the Core Wrap Team as potentially useful, and others identified by the family as helpful or supportive. The family members are encouraged to include natural supports—relatives, friends, teachers, and community members—as part of their Family Team.

The entire Family Team meets initially to address immediate needs, create a safety plan, identify strengths, formulate goals, identify the needs relevant to achievement of goals, and to strategize ways to build upon strengths to meet needs and achieve goals. An individualized Wraparound Family Plan is generated during the first few Family Team meetings. Each Family Team will ensure development of a family-centered, strength-based, needs-driven planning process for creating individualized services and support for children and their families.

Upon completion of the Family Plan, parents in consultation with the Wrap Coordinator determine which members of the original Family Team will attend subsequent team meetings held to review progress, recognize achievements, identify additional unmet needs, and strategize ways to modify plans for addressing needs and reaching goals. Additional participants identified by family members or the Wrap Coordinator may be invited to participate on the Family Team at any time during the Wraparound process. The Wrap Coordinator as well as other members of the Family Team consistently encourage family members to identify and increase involvement with the natural supports available within the community.

Family Team meetings occur weekly early in the Wraparound process and during times of crisis. The frequency of meetings decreases as the family experiences success and becomes more independent and able to utilize natural community supports. Decisions about the frequency of Family Team meetings will be determined by the Family Team.

The Family Team will be the primary decision-making body for each child and family involved in the Wraparound Program. Decisions will result from discussions in which all participate. The opinions of the child's immediate family will be given more weight than the opinions of other team members. The ideal is for all decisions to be made within Family Team meetings. Emergency Family Team meetings can be



convened when an emergency or crisis calls for decisions and actions that cannot be postponed until the next regularly scheduled team meeting. When critical events occur that necessitate immediate decisions and actions, every effort will be made to notify all Family Team members as soon afterward as possible.

**Wrap Coordinator**

The Wrap Coordinator is provided by the Mono County Behavioral Health Department. The Wrap Coordinator participates in the Management Team and receives support and guidance from this team. The Wrap Coordinator leads the Core Wrap Team and facilitates Family Team meetings. The Wrap Coordinator is responsible for the creation and oversight of the implementation of the Wraparound Family Treatment Plan. The Wrap Coordinator attends trainings in the Wraparound process and encourages fidelity to Wraparound core values in all aspects of the program.

## Organizational Structure for Wraparound Implementation

The teams and their functions are:

TEAM	MEMBERS	FUNCTION
Mono County Board of Supervisors	Board of Supervisors	Governing body for the County and all districts within the County
Wraparound Management Team	Representatives from the major child-serving agencies in Mono County	Oversees and plans for comprehensive services; allocates resources; develops operational guidelines for services; and addresses issues that cannot be resolved by the Core Wrap Team
Core Wrap Team	Wrap Coordinator, representatives from Behavioral Health, Probation, Social Services, and Public Health	Meets every other week to consider referrals and recommend participants for the initial Family Team meetings; regularly evaluates fidelity to Wraparound standards; evaluates youth and family progress and outcomes.
Wraparound Family Team	Child, parents, and family members; Wrap Coordinator; representative from referring agency; service delivery staff including case managers, social workers, clinicians, parent partners, probation officers, school counselors, mentors, and health delivery staff such as public health nurses or primary care providers; and informal members as requested by the family.	This team ensures development and implementation of the individualized Family Plan for each child/family in the system. The team provides and/or coordinates any necessary formal services. Families are full partners with access, voice, and ownership at all levels of planning and implementation of their Family Plans. This is the primary decision making body for each case.

### C. Community Team

Mono County's community support for the Wraparound process is multi-faceted. In addition to the infrastructure described above, the Mono County Behavioral Health Advisory Board provides guidance, support, and oversight of the Wraparound Program. This group of concerned and active citizenry includes Behavioral Health consumers and family members of consumers, a member of the county Board of Supervisors, and several business people spanning a variety of occupations. Because the lead agency for Wraparound is Mono County Behavioral Health, and because the Behavioral Health Advisory Board has duties that are in statute regarding services and programs, this group receives information about the Wraparound program on an ongoing basis. Advisory Board members have ample opportunity for input regarding programmatic design and the continuum of items available to children and their families via the Wraparound process.

As part of their duties as directors of County agencies, Wrap Management Team members are regular participants in the Management Advisory Committee (MAC), a community group including representatives from town and county government agencies, local school districts, Mammoth Mountain Ski Area, local businesses, churches, community leaders, and other interested parties. Chaired by school district personnel, MAC has bimonthly meetings to discuss and address a wide variety of community issues and concerns, including issues related to services and out-of-home placements for youth. In an effort to expand the involvement and commitment of community stakeholders to the Wraparound Program, the Wraparound Management Team plans to make a presentation at the next MAC

meeting regarding the recent revisions to the Wraparound Program. Following the initial presentation, Management Team members will give regular reports of Wrap activities and outcomes. MAC members will have an opportunity to make recommendations for program improvements. It is anticipated that this group will have ways and means to greatly expand access to community supports.

## **II. Target Population, Eligibility, and Referral**

### **A. Service Allocation Slots**

The Management Team expects to be able to serve two youth and their families at any one time in the Wraparound Program.

### **B. Criteria and Process for Selection and Referral**

All Mono County children who have been adjudicated as either a dependent or ward of the Juvenile Court pursuant to Welfare and Institutions Code Sections 300, 601, or 602, *and* who have been placed, or are at risk of placement, in a group home in Rate Classification Level (RCL) 10 or above, *and* who meet program criteria, may be considered for the Mono County Wraparound Program.

Referral to the Wraparound Program of children who are currently in, or at risk of being placed in, a level 10 or above group home is made by staff from Mono County Social Services, Mono County Probation, or Mono County Behavioral Health. A representative from the referring agency meets with the family under consideration for referral to explain the Wraparound Program and discuss the possibility of admission. If the family expresses interest and willingness to engage in the program, the referring agency prepares a Wraparound Referral Packet and presents it to the Management Team for consideration. Upon notification of a pending application, the Management Team will convene within 5 working days to review the application and make decisions regarding acceptance into the Wraparound Program.

Families who meet the following criteria receive priority consideration for acceptance into the program:

- Family is highly motivated and agrees to help develop community and informal resources to meet their needs;
- Child/youth does not pose an unacceptable level of risk for violence;
- Child/youth does not have mental health issues too complex or severe to be managed successfully within the community;
- Child/youth is willing to be a part of his/her family;
- Given adequate services and supports, family is presumed able to provide a safe home for the child/youth;
- There is a realistic permanency plan in place; and
- There is reasonable expectation that the child can experience success and be maintained in the home with enhanced local supports.

Upon acceptance of a referral by the Management Team, parents and relevant family members will meet with the Wrap Coordinator to learn more about the Wraparound Program process, values, and procedures. In concert with the Wraparound principle of complete family involvement, the family is encouraged to participate as a full and active partner in the Wraparound process. Parents are given the opportunity to make an informed decision regarding participation in the Wraparound Program.

Families who decide to accept the invitation to enter the Wraparound Program will then sign all needed consents and authorizations to release and exchange information. The Wrap Coordinator begins the identification of child and family strengths in this first contact. In an effort to engage the family in active participation in decision-making, the Wrap Coordinator engages the family in making plans for the first Family Team meeting which will be scheduled at a time and location convenient for the family. Family members are urged to identify whatever natural supports they have and to consider inviting them to the first Family Team meeting.

### III. Wraparound Methods and Best Practices

#### A. Vision/Mission

The vision and mission of the Mono County Wraparound Program are to see that all children in Mono County reach adulthood having experienced a safe, healthy, and nurturing environment in home and at school. Our goal is to keep children at home, in school, in the community, clean and sober, and out of trouble.

#### B. Best Practice Standards

<p><b>Family voice and choice.</b></p>	<p>Families function as full partners with access, voice, and ownership at all levels of planning and implementation. Families will be involved in all stages of planning for their children. The Family Team will be the primary decision-making vehicle in determining strengths and needs and in developing support plans. Team meetings will be conducted in such a way as to clearly communicate the respect given to families and their input. Results from regularly gathered feedback regarding satisfaction of youth and families will be utilized to make program improvements.</p>
<p><b>Team Based</b></p>	<p>Unique Family Teams will include family members, supportive community members, and service providers. Each family takes the lead in identifying individuals who play a meaningful role in the family's life to serve as members of the team. The eventual goal is for the majority of the team to be comprised of the family's personal support network. Lacking this, one of the tasks for the team will be the development of such a support network within the community for each family.</p>
<p><b>Natural Supports</b></p>	<p>Beginning with the first meeting with the Wrap Coordinator, youth and families are encouraged and helped to identify extended family members, community members, and tribal members who already</p>

	provide, or might be able to provide, support. Participation of natural supports in Family Team meetings will be encouraged. Reliance upon natural supports will be given first priority when formulating strategies to meet needs.
<b>Collaboration</b>	A single Family Plan will be developed during the first few Family Team meetings. Goals identified within the plan will reflect the mandates and perspectives of all participants of the Family Team. Services provided will be tailored to promote progress on these goals. Family Team members will share responsibility for implementing strategies and monitoring progress.
<b>Community-based</b>	Meetings and services are provided in the family’s environment – home, church, school, and community—whenever possible. Informal community and family resources are given preference when designing strategies to achieve goals.
<b>Culturally competent</b>	All services are tailored to specific family culture, values, norms, strengths and preferences. Mono County has available community members for bilingual/bicultural interventions. Mono County has Hispanic and Native American representation. Also, an interpreter is on staff and available. All forms are produced in Spanish as well as English. Family advocacy includes diversity training for all staff. The unique culture of each family is honored and supported. Ongoing feedback from each family is given priority consideration during all stages of the planning and implementation of Family Plans. Family Plans are to be culturally sensitive and supportive.
<b>Persistence</b>	Wraparound participants recognize that progress toward goals is uneven and inconsistent. Every effort is made to turn problems into opportunities for skill-building and learning. Wraparound staff provide on-call 24-hour in-person response to crisis situations as needed. Response intensity will be increased or decreased according to input from the Family Team. The goal is to assist family members as they develop their own support network. Youth will not be terminated from the Wraparound Program for uneven or slow progress. Only in the most dire circumstances will youth be terminated from the Wraparound Program. Every effort will be made to provide whatever supports might be needed to create and maintain a stable home for each child in the Wraparound program.
<b>Strength-based</b>	Agency providers will begin work with families from a strength-based perspective, helping families to define their strengths, abilities, survival skills, and potential, beginning with the first conversation. Child and family strengths will be identified in the initial meeting with the Wrap Coordinator, elaborated in the first Family Team meeting, and built upon during the process of working with each family unit. Strategies identified in each Family Plan will build upon youth, family, community, and provider strengths and abilities. In strength-based programs, families are empowered to identify their own needs and to develop plans and strategies to address those needs.

	Families will be encouraged to identify their needs and their ideas regarding ways to help them achieve their goals.
<b>Outcome-Based</b>	Each goal in the individualized Family Plan will include objective, measurable, and observable ways to evaluate success. Progress on these measures will be monitored during Family Team meetings. Steps toward success will be acknowledged and celebrated during these meetings. Obstacles to progress will also be identified and strategies devised to overcome obstacles. The Family Plan will be modified as needed.
<b>Individualized</b>	An individualized Family Plan will be developed by each Family Team, looking at areas such as school, support and financial needs, crisis situations, mental health needs, and Court orders. Needs focus on family, child, community safety, and family voice. Family strengths are kept in mind in all discussions regarding plans for meeting needs. Plans will identify individualized strategies needed to accomplish goals specific to the family.

**IV. Staff Resources and Development**

**A. Wraparound Staff Support**

The staff resources for the Mono County Wraparound program will be drawn from the Mono County Departments of Behavioral Health, Probation, Social Services, and Public Health. Staff are housed within their respective departments located on the same floor of the Sierra Center Mall in Mammoth Lakes.

Mono County Behavioral Health provides the Wrap Coordinator, the Behavioral Health Director, the clinicians, parent partners, and the care managers.

The Mono County Department of Social Services has agreed to provide one Social Worker III position to participate on the Core Wrap Team, make referrals to the Wraparound Program, participate on Family Teams as assigned, provide case management of cases involved with Child Welfare Services, and serve as liaison with Social Services. The Social Services Director participates on the Management Team.

The Mono County Probation Department provides one Deputy Probation Officer to provide direct oversight of children involved in Wraparound. This Deputy Probation Officer makes referrals to the Wraparound Program, participates on the Core Wrap Team and Family Teams as assigned. Mono County Probation also provides the Chief Probation Officer to sit on the Management Team.

The Mono County Health Department Director participates on the Management Team. The Health Department provides a Public Health Nurse to participate on the Core Wrap Team and Family Teams as assigned. The Health Department will provide health-related items to Wraparound families upon request.

Wraparound staff duties are as follows:

Behavioral Health Director

- Final decision-making for difficult clinical issues
- Administrative oversight for Wraparound
- Participates in Wrap Management Team
- Ensures that Wraparound values, principles, and philosophy are utilized in all aspects of Wraparound programming
- Develops contracts, purchases services, and monitors expenditures

Wraparound Coordinator

- Participates in Management Team
- Presents new referrals to Management Team
- Leads Core Wrap Team
- Helps determine agency composition on family teams
- Oversees and supervises program and staff to ensure adherence to Wraparound ideals
- Organizes training for staff in Wraparound best practices and family conferencing
- Serves as the County's Wraparound trainer
- Informs and educates families about the program
- Coordinates Family Team members and sets up meetings
- Facilitates Family Team meetings
- Takes notes at Family Team meetings and makes notes available to team members, including those who were not present
- Actively participates in Family Team meetings to ensure cross-organizational and community supports are available to each Family Team
- Responsible for reviewing each Family Plan to ensure it uses a strength-based approach to adequately address the needs of the child and his or her family as well as community safety
- Acts as liaison between the Family Team, the Core Wrap Team, and the Management Team.
- Recruits parent involvement in program policy, development, and implementation
- Develops multiple family support activities
- Develops family and community resources
- Makes decisions regarding spending of flexible funds under \$500
- Consults with Behavioral Health Director regarding flexible fund expenditures in excess of \$500

Behavioral Health Clinician

- Participates on Core Wrap Team
- Prepares and presents referrals to Management Team
- Participates on Family Teams as assigned

- Works with family on identification of strengths and needs
- Helps family elicit elements of the family plan
- Suggests family plan updates as they are needed
- Provides individual and/or family therapy if requested by the Family Team
- Provides clinical guidance and support to the Family Team
- Clinical work is needs-driven using Wraparound best practices
- Maintains accurate mental health charting that meets Medi-Cal standards
- Links families to Mono County's 24-hour crisis response system
- Coordinates with schools and other community agencies regarding family needs

#### Behavioral Health Care Manager

- Participates on Core Wrap Team
- Participates on Family Team as assigned
- Actively participates in Family Team meetings
- Works with the Family Team to identify strengths and concerns
- Assists with community resource identification and access
- Supplies mentoring and coaching
- Provides in-home support
- Can arrange for respite care through Mono County Department of Social Services
- Participates in provision of after-hour support for crises and family emergencies

#### Social Services CWS Social Worker

- Participates on Core Wrap Team
- Prepares and presents referrals to Management Team
- Participates on Family Teams as assigned
- Works with family on identification of strengths and needs
- Helps family elicit elements of the family plan
- Suggests family plan updates as they are needed
- Assists Family Team to prepare family plan that adequately addresses safety issues
- Assists with accessing community resources
- Assists in tracking data
- Can arrange for respite care through Mono County Department of Social Services
- Participates in provision of after-hour support for crises and family emergencies

#### Probation Officer

- Participates on Core Wrap Team
- Prepares and presents referrals to Management Team



- Participates on Family Teams as assigned
- Works with family on identification of strengths and needs
- Helps family elicit elements of the family plan
- Suggests family plan updates as they are needed
- Assists Family Team to prepare family plan that adequately addresses probation issues
- Provides case management for Probation children
- Tracks children in placement and works with family and Core Wrap Team on plans to ensure each child's successful return to his or her home community
- Participates in provision of after-hour support for crises and family emergencies

#### Public Health Nurse

- Participates on Core Wrap Team
- Participates on Family Teams as assigned
- Works with family on identification of strengths and needs
- Helps family elicit elements of the family plan
- Suggests family plan updates as they are needed
- Assists Family Team to prepare family plan that adequately addresses health issues

#### Parent Partner

- Participates on Core Wrap Team
- Participates on Family Teams as assigned
- Works closely with parents to provide support and guidance
- Models and advises parents on best ways to advocate for their child and assume an active role in team decision-making
- Works with family on identification of strengths and needs
- Helps family elicit elements of the family plan

### **B. Training**

The Management Team is committed to provision of regular trainings to enhance the quality of intervention provided to children and families through the Wraparound Program.

At the inception of the Wraparound Program in Mono County, an overview of the Wraparound program was presented to Mono County Departments of Probation, Mental Health, and Social Services as well as the Mono County Office of Education and both Unified School Districts within Mono County. The above multi-agency group also took part in a conference call with Karen Neilsen, CDSS Analyst, to discuss the Wraparound concept. Due to the fact that the initial training occurred many years ago and many of those who received training are no longer with Mono County, the Wrap Coordinator is currently working with Caroline Caton of CDSS to arrange additional training to enhance skills for Wraparound staff and families. The

current Wrap Coordinator has been involved in on-going dialogue with CDSS regarding revisions and improvements to the existing Mono County Wraparound Program. The Wrap Coordinator and a member of the Core Wrap Team from Social Services attended the Wraparound Institute training in June 2012.

In addition to regular training for staff, training will also be provided by Wraparound staff for children and families involved in the Wraparound Program. Families will receive training on utilizing the Wraparound Program to maximum benefit, becoming informed decision-makers, using community supports and resources to meet their needs, and advocating for their children. Training will also be offered to families as needed on topics including, but not limited to, behavior management, positive discipline, and parenting skills for parents with a child on probation. Ongoing behavior management training in the context of home, community, and school is available for Core Wrap Team members and members of Family Teams. Teams receive timely consultation to promote acquisition of skills needed to ensure that assistances are truly needs-driven at the family level.

Representatives of the Mono County Wraparound Program intend to participate regularly in regional Wraparound Hub meetings. We expect these meetings to assist us to maintain our focus on Wraparound principles and to improve practices by networking with others providing Wraparound.

It has been a number of years since the community as a whole has received information regarding the Wraparound Program. With the current revisions to the Mono County Wraparound Program, it is time to provide information regarding the program and referral process to the schools, parents, and community members. Upon completion of the revised Wraparound Plan, the local radio station and local newspapers serving Mono County will be contacted and given current information. The Wrap Coordinator will offer to present information regarding the Wraparound Program on the *Exhausted Parent Network*, a weekly radio show providing information and support for parents. The newspapers will be encouraged to publish stories about the program and Wraparound staff will provide information for the stories. When school resumes in the fall, the Wrap Coordinator will attend a meeting of each local school board to provide updated information regarding the Wraparound Program.

## **V. Fiscal Capacity**

Mono County Department of Social Services and Mono County Behavioral Health will be responsible for Wraparound placement payments and will also administer the realignment funds earmarked for SB 163 coming into Mono County. Fiscal staff from Mono County Department of Social Services and Mono County Behavioral Health will also administer the Wraparound reserve fund. Behavioral Health will retain the ability to disperse flexible funds as identified and requested by Family Teams.

Any savings realized from the Wraparound Program will be pooled and reinvested to further expand or enhance the program and resources for children and families. Mono County will utilize available technical assistance from the State to increase knowledge at the County level in order to maximize all available funding streams.

Mono County's Wraparound budget plan is designed to be budget neutral. It is also designed to be flexible while maintaining fiscal integrity in meeting Wraparound programmatic needs.

Mono County Behavioral Health is Medi-Cal certified and can draw down funds.

Mono County expects to be able to manage two open and active Wraparound cases at any one time.

## **VI. Quality Management**

### **A. Process Evaluation**

Data will be collected in a systematic way on a regular basis to assess program fidelity to process elements identified as key to the success of the Wraparound Program in Mono County. The following key process elements have been identified:

- Family members, including youth, are given a central role in guiding the Wraparound process and team decisions, as evidenced by:
  - Families are oriented to Wraparound prior to first family team meeting;
  - Family given opportunity to have input regarding make-up of Family Team, location and timing of family team meetings;
  - Family perspectives given priority in planning and implementation;
  - Family and youth have significant input into all team decisions; and
  - No decisions are made without input from family.
- A strength-based focus is maintained throughout all phases of Wrap program, as evidenced by:
  - Identification of strengths in first orientation meeting with Wrap Coordinator;
  - Strengths identified in Family Plan;
  - Strengths utilized whenever possible as basis for strategies to meet needs identified in Family Plan;
  - Family team meeting discussions acknowledge and emphasize strengths as opposed to focusing on deficits; and
  - Family expertise regarding their child is given recognition and respect.
- Informal community resources and natural supports are utilized extensively to address needs and achieve goals, as evidenced by:
  - Implementation of techniques to identify and encourage inclusion of natural supports beginning with first orientation meetings with Wraparound Coordinator;
  - Inclusion of such supports and resources within Family Plans;
  - Discussions in Family Team meetings of ways to develop and include natural and informal community resources; and

- Reflection in Family Team meeting notes and Family Plans that reliance on such supports is generally increasing over time.
- All participants in Wraparound Program remain committed to being flexible, creative, and persistent in order to do what is necessary to help youth and families achieve goals, as evidenced by:
  - Family Plans that reflect flexibility and creativity;
  - Retention of youth and families in the Wraparound Program until goals have been achieved except in extreme cases; and
  - Decisions to terminate Wraparound cases are made only after careful review by the Management Team finds that, even with extensive support as might be provided through the Wraparound Program, the youth's continued placement in the home will seriously jeopardize youth, family, and/or community safety.
- All team members work cooperatively and collaboratively to reach goals identified on the Family Plan, as evidenced by:
  - Adherence to conflict resolution procedures within Core Wrap Team;
  - Behavioral Health Individual treatment plans, CWS service plans, and Probation orders reflect coordinated effort to achieve goals identified on Family Plans; and
  - Feedback from and evaluation by Core Wrap Team and/or Management Team.

Adherence to Wraparound standards and key process elements will be evaluated using the following tools:

- Feedback from youth and family regarding satisfaction with Wraparound Program and process within first month of entry into Wraparound and once each quarter thereafter;
- Evaluation form completed monthly by Family Team members regarding fidelity to Wrap values and process during Family team meetings;
- Regular discussion and informal evaluation of family satisfaction and adherence to Wraparound standards by Family Team members at Family Team meetings;
- Regular discussion and informal evaluation of adherence to Wrap standards by Core Wrap Team; and
- Review of Family Plans by Core Wrap Team.

## **B. Outcome Evaluation**

The general aim of the Mono County Wraparound Program is to enable children and youth to be “at home, in school, and out of trouble.” In order to achieve this aim without creating excessive dependence in youth and families, the Wraparound Program strives to increase youth and family strengths, assets, ability to advocate for their children and themselves, and capacity to utilize informal and natural supports to meet their needs.

Evaluation of outcomes will allow the Mono County Wraparound Program to determine whether the general aim is being achieved, what aspects of the program are working well, and where improvements are needed.

Domains of Evaluation	Evaluation Strategies
Cost Effectiveness	Costs for each Wraparound case will be tallied and compared with the costs that would be accrued if the youth was in placement.
Family Functioning	<p>The following data will be gathered on a monthly basis:</p> <ul style="list-style-type: none"> <li>• Attendance at Family Team meetings</li> <li>• Participation in agreed-upon services</li> <li>• Reports to CWS</li> <li>• Legal problems (arrests, incarceration, probation violations, etc.)</li> <li>• Maintenance of suitable housing</li> <li>• Parental employment</li> </ul>
Prevention of Placements in More Restrictive Environments	<p>The following data will be gathered:</p> <ul style="list-style-type: none"> <li>• Number of youth referred to Wraparound</li> <li>• Number of youth who enter Wraparound</li> <li>• Number of referrals who decline or fail to enter Wraparound</li> <li>• Number of youth who participate in Wraparound, achieve their goals, graduate from Wraparound, and remain in their homes</li> <li>• Number of youth who are unable to succeed in Wraparound and must eventually be placed into a group home</li> <li>• Number of youth who use Wraparound to successfully return to their homes following a group home placement</li> <li>• Number of youth who are placed into group homes following successful graduation from Wraparound</li> <li>• Number of youth placed in group homes without referral to the Wraparound Program</li> </ul>
Improvement of Emotional & Behavioral Adjustment	<p>The <i>Child and Adolescent Functional Assessment Scale</i> (CAFAS) will be administered to each youth upon entrance into the Wraparound Program, again each quarter, and at the close of the program.</p> <p>Adherence to terms of probation (if applicable) will be discussed and evaluated in Family Team meetings.</p> <p>Youth and family will be contacted six months after graduation from Wraparound to assess whether progress has been maintained on goals.</p>
School Attendance	Weekly reports regarding attendance will be gathered from schools, reported and discussed at Family Team meetings.
Academic Performance	Grade checks will be gathered from schools, reported and discussed at Family Team meetings. Report cards will be reviewed.
Parent/Caregiver Satisfaction	The <i>Stress Index for Parents of Adolescents</i> , a screening and diagnostic instrument that identifies areas of stress in parent-adolescent interactions, allowing examination of the relationship of parenting stress to adolescent characteristics, parent characteristics,

	the quality of the adolescent-parent interactions, and stressful life circumstances, will be administered to parents at entrance into the Wraparound Program, again each quarter, and at graduation.
Improvement of Family Involvement	The <i>Family Empowerment Scale</i> , an instrument designed to assess the empowerment experienced and expressed by a parent or caregiver of a child with emotional, behavioral, and/or developmental challenges, will be administered at entrance into the Wraparound Program and again each quarter.

**Section 2**

**I. Project Planning**

**A. Description of Planning Process**

Mono County utilized representatives from the community, including parents, as well as individuals from the Departments of Mental Health, Social Services, Probation, and County Office of Education to initially design the Wraparound plan. This group met numerous times and most group members received training sponsored by the State in either Children’s System of Care concepts and/or Wraparound. There was some limited review of other county Wraparound programs. Mono County engaged the community and stakeholders by involving them in orientation sessions to solicit input. Community input regarding Children’s System of Care and Wraparound was also actively solicited by the Policy Council.

Current revisions to the Mono County Wraparound Plan reflect the efforts of the Management Team. Revisions are based largely on lessons learned from the operation of the Wraparound Program in Mono County in previous years. Consultation provided by Caroline Caton of CDSS has been invaluable in assisting the Management Team to revision the Wraparound Program. The Wraparound Program staff in Mariposa County generously shared expertise and experience to help Mono County revive and revise the Wraparound Program to be more consistent with the Wraparound principles and more effective in supporting children and families within our small rural county. Feedback from previous participants in the Wraparound Program has been informally solicited to enhance the revisioning process.

**B. Stakeholder Participation in Planning**

As part of the initial planning process, key stakeholders were selected from a variety of county and community organizations. The county agencies that provide services to youth and their families were included in the Wraparound Design team. These agencies have been adequately listed in earlier sections of this document. Children’s System of Care staff and parent advocates were also included. The Policy Council had an active role in planning and was involved in all key decisions. Most Policy Council members attended a statewide Wraparound conference held in 2001.

Revisions to the Wraparound Plan have been formulated with guidance from the Wraparound Management Team, described above.

### **C. Continuing Stakeholder Involvement and Commitment**

The involvement and commitment of stakeholders is expected to increase as a result of the expansion of efforts to educate the community about Wraparound and the recent changes to Mono County's Wraparound Plan. Creating a Wraparound presence at the MAC (Management Advisory Committee) meetings will provide ongoing opportunities for stakeholders to have input and be involved in Wraparound in Mono County.

Efforts will be made to encourage families who have participated in Wraparound to remain involved in building the program even after their child graduates.

## **II. Change Process**

### **A. County**

The Wraparound program will facilitate changes associated with Wraparound by providing continuous and on-going education to staff and the community regarding family-centered, strength-based practices. Emphasis will be placed on these concepts:

- Family-defined foci of Wraparound
- Families defining their own needs
- Family-driven planning
- Individualized family plans
- Flexible use of resources
- Emphasis on strengths rather than deficits

The above has been a paradigm shift in that Wraparound focuses on the family's definition of what is in the best interest of each child and family unit. Family representatives are included on all decision-making bodies.

In an effort to support the shift toward family-centered and strength-based practices, Mono County Departments of Social Services and Behavioral Health have initiated a policy of weekly meetings attended by staff from both agencies. Staff review and discuss all shared cases. Staff compare CWS case plans and Behavioral Health treatment plans in an attempt to improve collaboration between agencies. These meetings allow regular opportunities for staff from both agencies to be mindful of and practice the shifts associated with family-centered and strength-based practice.

### **B. Community Team**

The function of the previous Policy Committee was to ensure that the program was family-based and had family representation. The Policy Committee has been replaced by the Wraparound Management Team. This team seeks to assess and develop community support and resources and identify training needs. The

Management Team members provide input to Mono County's strategic county plan and address the overall vision for Wraparound.

### **Section 3. Wraparound Agency**

#### **I. Wraparound Agency Requirements**

##### **B. Operations**

Mono County Departments of Behavioral Health, Probation, and Social Services have staff on-call 24 hours per day to respond to after-hours crises and family emergencies.

Mono County Behavioral Health has been providing family-centered, strength-based, needs-driven support to children and their families through the Wraparound Program since the initial Wraparound Plan was submitted and approved in 2002. Clinicians and staff regularly work closely with Probation and Social Services when they share clients. Clinicians make every effort to tailor behavioral health treatment plans to support the goals and needs identified in service plans of these other agencies.

The current Wraparound Coordinator and another clinician from Mono County Behavioral Health attend weekly meetings with Child Welfare Services staff to coordinate services provided to shared client youth and families. Staff from both agencies are anticipating additional needs for collaboration and coordination of services in response to the Katie A settlement.

Efforts to maintain and expand a network of community resources are ongoing. The rural nature of Mono County with its widely separated small communities necessitates flexibility in the provision of all services in the field and satellite offices. Staff regularly travel to outlying areas to meet with families in homes or other suitable locations. Such flexibility is not limited to youth and families in the Wraparound Program but is available for all clients.

Behavioral Health has recently expanded hours of operation in order to be even more flexible in service delivery. Staff are now available until 6:00 PM Monday through Friday.

The process for approval of use of flexible funds has been modified to allow easier and faster access. The Wrap Coordinator now has the authority to approve expenditure of flexible funds (<\$500) after discussion and approval of such expenditure by the Family Team. Larger expenditures are reviewed and approved by a member of the Management Team. Most flexible funds will be accessed using County credit cards. When a check must be written, the county fiscal office has agreed to expedite the process in order to make it available within 24 to 48 hours.

##### **C. Staff Resources and Training**

The Wraparound Coordinator along with members of the Core Wrap Team will:



- Coordinate training in family support, parent advocacy, mentoring, and coaching of parents/caregivers;
- Take an active part in Wraparound training provided by State CDSS;
- Attend trainings relevant to the Wraparound process; and
- Provide trainings on Wraparound values and principles, behavior management, and other topics as needed to staff and families.

The Core Wrap Team and community stakeholders will continue to take advantage of trainings that emphasize the core values and principles of Wraparound and the implications of these values for practice, programs and systems. Staff will be mentored and coached on an ongoing basis both locally and at out-of-county trainings. Attendance at State-sponsored Wraparound trainings will be supported by the Management Team.

The Wraparound Coordinator is supplied by Mono County Behavioral Health. Although this person has duties and responsibilities outside the Wraparound Program, adequate time has been allocated in her schedule to allow her to implement the Wraparound Program. All clinicians and care managers within the Behavioral Health Department will participate to some degree in Wraparound, depending upon the needs of Wrap families. Recruitment is under way for parent partners. Several potential parent partners have been identified and will attend the upcoming four-day Wraparound training to be scheduled in Mono County.

## **Summary**

Mono County has renewed its commitment to providing a Wraparound Program that is family-centered, strength-based, and needs-driven. Mono County is committed to working collaboratively with all community partners. It is anticipated that the next year will be a time of growth and refinement as Mono County's Wraparound effort continues to refine practices and develop increasing understanding of and fidelity to Wraparound values and standards.





**Date:** August 20, 2012  
**To:** The Honorable Chair and Members of the Board of Supervisors  
**From:** Robin K. Roberts, Director County Mental Health  
**Subject:** Wraparound Program

**Recommended Action:**

None. Informational only.

**Discussion:**

In an effort to provide comprehensive Wraparound services and in the spirit of true collaboration, Mono County Behavioral Health, Social Services, Public Health and the Probation Department have created a working document and plan to provide substance, structure and guidance to all who will be participating in this program. The Wraparound Program is State funded through realignment dollars and is designed to provide the necessary intensive services a child and/or family might need in order to keep the child at home instead of placing them in a higher levels of care (foster care and group homes).

Mono County's Wraparound Program will engage law enforcement, the Court, our schools and community members as well as the traditional systems in an effort to keep families together and offer a wide range of services to support the Five Protective Factors and strengthen the family for the long term. Families will be selected based on the criteria outlined in the plan, and the intensive treatment will allow for all involved to have the best chance for a positive outcome. Evidence shows that children who are engaged in Wraparound Programs have a higher level of functioning and better outcomes for success than their counterparts who are placed in group homes.

**Fiscal Impact:**

The Wraparound Program is designed to cost less than placement in a group home. The program is funded via realignment through the State of California. All funds are kept within one of the Social Services trust accounts and will be invoiced by Behavioral Health as needed.

There is no impact on the County General Fund.

**Review:**

This contract has been reviewed by County Counsel and Jim Arkens, CAO. If you have any questions, feel free to contact: Robin K. Roberts, MFT 760.924.1740



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2012

**DEPARTMENT** Mental Health

**ADDITIONAL  
DEPARTMENTS**

**TIME  
REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD** Robin K. Roberts

**SUBJECT** Contract Amendment, Name  
Change for Position of Maria  
Lourdes Gonzalez

### AGENDA DESCRIPTION:

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

Amendment to employment contract with Maria Lourdes Gonzalez. This is a name change only. In the original contract with Maria Lourdes Gonzalez her title and position was called, "Mental Health Counselor II".

This position does not require a California License or a graduate degree as does "Licensed Clinical Therapist-Bilingual". This position's duty will remain the same as in the original contract.

### RECOMMENDED ACTION:

Adopt Resolution R12-\_\_\_, approving an agreement and first amendment to the employment agreement with Maria Gonzalez and prescribing the compensation, appointment, and conditions of said employment.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Robin K. Roberts

**PHONE/EMAIL:** 760.924.1740 / rroberts@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

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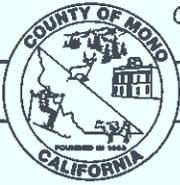
## ATTACHMENTS:

Click to download

- [📄 Resolution, Maria Lourdes Gonzalez](#)
  - [📄 Amendment for Maria Lourdes Gonzalez contract](#)
  - [📄 Staff Report Contract Name Change, Maria Lourdes Gonzalez](#)
- 

## History

Time	Who	Approval
9/10/2012 10:28 AM	County Administrative Office	Yes
9/10/2012 5:40 PM	County Counsel	Yes
9/11/2012 7:59 AM	Finance	Yes



Office Of The . . .

MONO COUNTY MENTAL HEALTH, ALCOHOL AND DRUG PROGRAMS

# COUNTY OF MONO

P.O. BOX 2619 • MAMMOTH LAKES, CA 93546 (760) 924-1740 • FAX (760) 924-1741

September 7, 2012

TO: Honorable Chair and Members of the Board of Supervisors  
FROM: Robin K. Roberts, Director Behavioral Health  
Subject: Change in title for Maria Lourdes Gonzalez contract

**Recommended Action:**

Board approve resolution # 12-\_\_ to change Maria Lourdes Gonzalez's title/position from "Mental Health Counselor II" to Licensed Clinical Therapist-Bilingual"

**Discussion:**

There was a mistake in using the Mental Health Counselor II title since this is not a position that requires licensure in the State of California as clinical therapist. This change is in name only. This position's duty will remain the same as the original contract.

**Fiscal Impact:**

None

If there are any questions regarding this item, please contact Robin Roberts,  
760.924.1740

Thank you,

Submitted by: \_\_\_\_\_

  
Robin K. Roberts, MFT, Director, Behavioral Health

Date: 9-7-2012



RESOLUTION NO. R12-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT AND FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH MARIA GONZALEZ AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT

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

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

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

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

\_\_\_\_\_
Vikki Bauer, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT AND FIRST AMENDMENT TO  
AGREEMENT RE EMPLOYMENT  
OF MARIA LOURDES GONZALEZ**

This Agreement and First Amendment is entered into this 14<sup>th</sup> day of August, 2012, by and between Maria Lourdes Gonzalez and the County of Mono (sometimes referred to herein collectively as "the parties") for the purpose of amending that certain Agreement re Employment of Maria Lourdes Gonzalez.

**I. RECITALS**

- A. The County currently employs Ms. Gonzalez in accordance with an employment agreement entered into on or about August 14, 2012 (sometimes referred to herein as "the Agreement").
- B. The parties wish to amend the Agreement to effectuate a change in Ms. Gonzalez's employment title/position.

**II. AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

- 1. Ms. Gonzalez's employment title/position is hereby changed from "Mental Health Counselor II" to "Licensed Clinical Therapist – Bilingual" any references in the Agreement to her former title/position are amended accordingly.
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

**III. EXECUTION:**

The parties hereby execute this Agreement and First Amendment as of the date first written above.

MARIA LOURDES GONZALEZ

THE COUNTY OF MONO

\_\_\_\_\_

\_\_\_\_\_

By: Vikki Bauer, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 18, 2012	<b>DEPARTMENT</b>	Public Works - Road Division
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	10 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Jeff Walters
<b>SUBJECT</b>	Bus Shelter Encroachment Fee Waiver		

### AGENDA DESCRIPTION:

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

The Eastern Sierra Transit Authority (ESTA) wishes to install a new bus shelter in Bridgeport near the tennis courts on Emigrant Street. The shelter would be of the same design as is already located in other communities in Mono County. ESTA wishes to have the encroachment fee waived by Public Works.

### RECOMMENDED ACTION:

Consider and potentially authorize the Public Works Director to waive encroachment fees associated with the installation and operation of an Eastern Sierra Transit Authority bus shelter on County property and in County right-of-way in the community of Bridgeport. Provide any desired direction to staff.

### FISCAL IMPACT:

\$322 in lost encroachment fee revenue.

**CONTACT NAME:** Jeff Walters

**PHONE/EMAIL:** 760 932 5459 / jwalters@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

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## ATTACHMENTS:

Click to download

- [Bus Shelter Ecroachment Fee Waiver - BOS Staff Rpt 09.18.12](#)
- [Exhibit 1 - Proposed ESTA Bus Shelter Location - Bridgeport](#)

---

### History

Time	Who	Approval
8/28/2012 5:58 PM	County Administrative Office	Yes
9/10/2012 5:26 PM	County Counsel	Yes
8/30/2012 10:27 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** September 18, 2012  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Jeff Walters, Director of Road Operations/Fleet Services  
**Subject:** Bus Shelter Encroachment Fee Waiver

**Recommended Action:**

Consider and potentially authorize the Public Works Director to waive encroachment fees associated with the installation and operation of one ESTA bus stop shelter on County property and in a County right-of-way in the community of Bridgeport. Provide any desired direction to staff.

**Fiscal Impact:**

Up to \$322 in lost encroachment fee revenue.

**Discussion:**

Mono County applied for and was awarded FTA Section 5311(f) Grant funding for 12 bus shelters to be installed throughout Mono County to support the CREST and other bus routes offered by Eastern Sierra Transit Authority (ESTA). Funding for installation of the shelters has been provided through the Mono County Local Transportation Commission (LTC) and FTA Section 5311(f) Grant funding.

The bus shelter proposed on Emigrant Street in Bridgeport will improve the overall image of the transit system, increase convenience, increase ridership by providing a secure location for schedules and advertising, provide standardized locations for boarding, and protect passengers from harsh weather.

A map showing the location of the proposed shelter is attached as Exhibit 1.

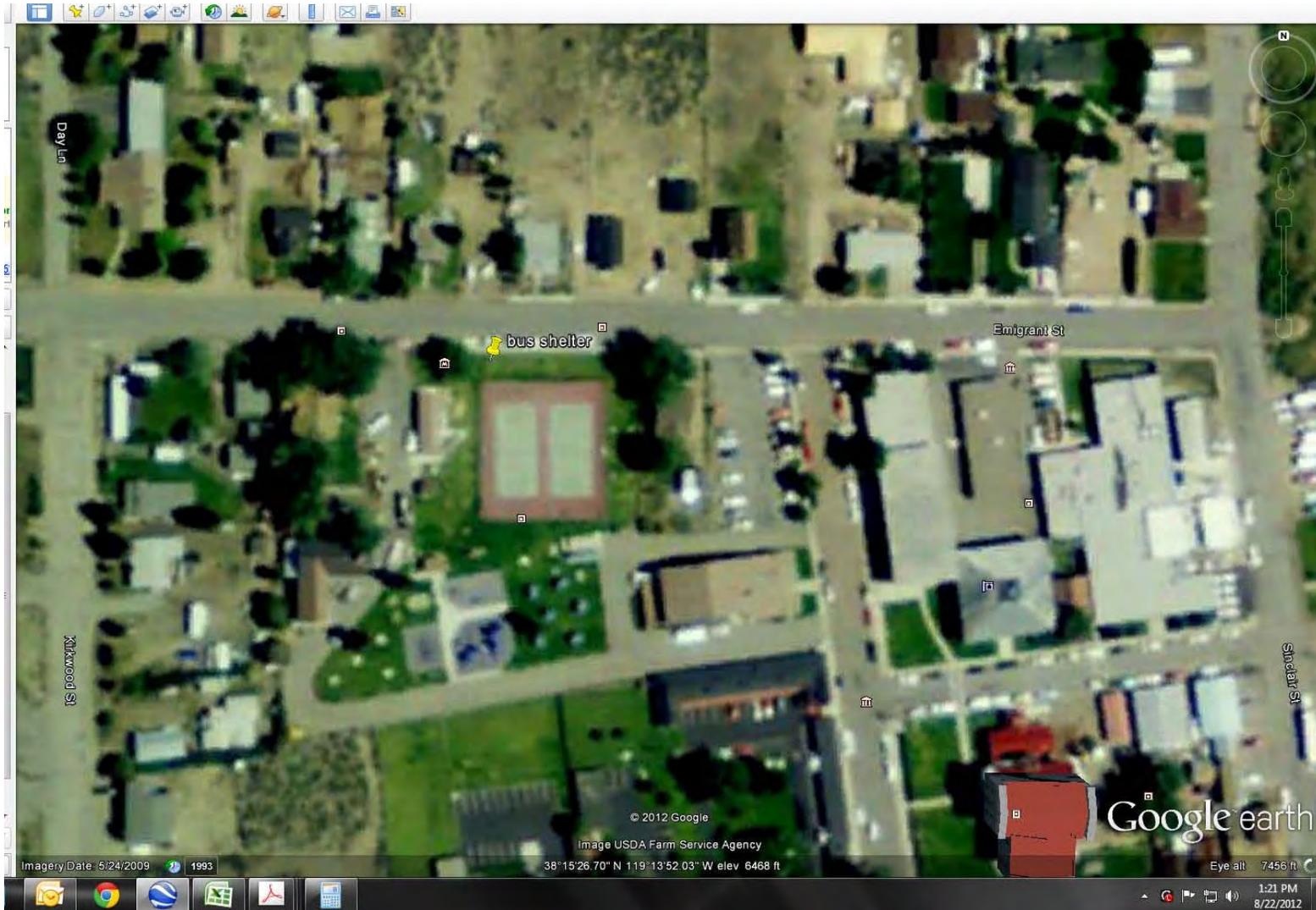
If you have any questions regarding this item, please contact me at 932-5459.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "JWalters".

Jeff Walters  
Director of Road Operations/Fleet Services

# EXHIBIT 1





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 18, 2012	<b>DEPARTMENT</b>	Finance
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	20 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Brian Muir
<b>SUBJECT</b>	California Public Employees Pension Reform Act of 2013		

### AGENDA DESCRIPTION:

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

Presentation by Finance Director regarding California Public Employees Pension Reform Act of 2013.

### RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Brian Muir

**PHONE/EMAIL:** (760) 932-5494 / bmuir@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

**Click to download**

 [Pension Reform Act PowerPoint](#)

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<b>History</b>	<b>Who</b>	<b>Approval</b>
9/11/2012 7:59 AM	County Administrative Office	Yes
9/12/2012 11:07 AM	County Counsel	Yes
9/11/2012 7:55 AM	Finance	Yes

## California Public Employees' Pension Reform Act of 2013

AB340 and AB197

### Cap on Pensionable Income for New Employees

- Current cap \$110,100
- Employer prohibited from offering additional benefit even from private provider in excess of cap

## Defined Benefit Formulas for New Miscellaneous Employees

- 2% @ 62
- Minimum retirement age 52 and full benefit of 2.5% @ 67
- Three year average to determine final compensation

## Defined Benefit Formulas for New Safety Employees

- Three options available, but law requires County to use Option 2 – 2.7% @ 57 (with earlier benefits of 2 % @ 50 and 2.5% @ 55)
- Three year average to determine final compensation



## Normal Cost Sharing for New Employees

- 50% of normal cost
- Employer is prohibited from paying on employee's behalf
- Mono County normal costs range from 11.3% to 17.2% (additional contribution of 5.6% to 8.6%). This is in addition to the current employee contribution of 8% for miscellaneous and 9% for safety.

## New Employees

- Hired after January 1, 2013
- Employees hired within six months of leaving previous public employer with pension system reciprocity are not considered new and are entitled to plan in effect at new employer on December 31, 2012

## Cost Sharing for Current Employees

- Effective January 1, 2018
- Employer **may** require minimum contribution of 50% normal cost
- Capped at 8% for miscellaneous and 12% for safety
- Can be imposed after good faith bargaining process

## Retired Annuitants

- Can't contract with current agency unless emergency to prevent stoppage of public business or has skills needed for limited duration (960 hours in a calendar year)
- Required 180-day sit out period unless
  - Critically needed position
  - Public safety officer
  - No exception for "golden handshake"

## Other Changes

- Eliminates purchase of air time
- Management can not have different benefits from other employees
- After January 1, 2013 no retroactive benefit increases
- Prohibits elected officials from using highest salary from other public employment

## Other Changes (cont.)

- Eliminates contribution holidays for PERS agencies – requires minimum of normal cost
- Benefits forfeited when felony committed in connection with performance of official duties



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 18, 2012      **DEPARTMENT** Community Development -  
Planning Division

**ADDITIONAL  
DEPARTMENTS**

**TIME REQUIRED** 15 minutes      **PERSONS APPEARING  
BEFORE THE BOARD** Heather deBethizy

**SUBJECT** Inyo-Mono Integrated Regional  
Water Management Group

### AGENDA DESCRIPTION:

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

Presentation by Heather deBethizy regarding recent activities of the Inyo-Mono IRWM group.

### RECOMMENDED ACTION:

Receive update and provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Heather deBethizy

**PHONE/EMAIL:** 760-924-1812 / hdebethizy@mono.ca.gov

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

**SEND COPIES TO:**  
Heather deBethizy

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

**Click to download**

- [📄 IRWMP Staff Report](#)
- [📄 PSP Round 2 Draft](#)
- [📄 Fiscal Agent Description](#)

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/10/2012 7:26 AM	County Administrative Office	Yes
9/10/2012 5:28 PM	County Counsel	Yes
9/10/2012 5:38 PM	Finance	Yes

# Mono County Community Development Department

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P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
commdev@mono.ca.gov

## Planning Division

P.O. Box 8  
Bridgeport, CA 93517  
(760) 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** September 18, 2012

**To:** Honorable Mono County Board of Supervisors

**From:** Heather deBethizy, Associate Planner

**RE:** Inyo-Mono Integrated Regional Water Management Group (IRWMG)

### **RECOMMENDATION**

Receive update and provide any desired direction to staff.

### **PROGRESS REPORT AND UPDATE**

#### **Prop. 84 - Implementation Round 2**

The Department of Water Resources (DWR) has recently released the Round 2 Implementation Draft Proposal Solicitation Package triggering the beginning of the second round of Prop.84 Implementation funding. Implementation Grants are designed for projects that are ready for or nearly ready to proceed to implementation. The IRWMG has been working hard to meet deadlines for applications in winter of 2013, and significant elements of the IRWM process are now coming before the group for consideration, including selection of a new Fiscal Agent by the Group and evaluation of projects for inclusion in the funding application.

#### **The Inyo-Mono IRWM Plan Update**

The Phase II Plan is currently being drafted and approval will be agendized for the Board to review prior to the November IRWMG plan approval meeting.

#### **Decision items:**

##### **Approve the Request for Proposal (RFP)**

The IRWMG will move on September 26 to approve the RFP, otherwise known as the ranking criteria. This document will establish the method by which projects will be prioritized for Implementation Round 2. Implementation funding awarded from DWR will be allocated to the highest ranked projects. The attached draft RFP has been circulated among IRWMG members since the agenda deadline, so it will likely be changed somewhat by September 18. Staff will provide an updated version at that time, highlighting any changes from the attached version. There has been a great deal of discussion regarding the importance of this process, and the need to maintain objectivity while providing for some influence based on the individual priorities of the members.

##### **Fiscal Agent**

Funding by DWR requires that the contractual obligations of grants be administered through a fiscal agent, who acts as a liaison between the government agency and the project proponent(s), whether that proponent is the IRWMG itself or an associated water-related entity. The fiscal

agent acts as administrator of a grant, and has responsibility for seeing that contractual commitments are met based on requirements from the funding agency and for administering payment of grant monies to project proponents under conditions described in the grant. The fiscal agent is not responsible for program management of the project(s) authorized under the grant or for technical completion of the project(s); the latter remain the responsibility of the proponents of the project(s) identified in the grant. See the attached Fiscal Agent Scope of Services document for more details.

Although the Board has previously declined serving as the fiscal agent, the IRWVG is in the process of seeking a new fiscal agent, and thus the question is again being brought before your Board for consideration. The attached Scope of Services describes the responsibilities of the fiscal agent, and more information regarding the fiscal agent issue will be provided at the meeting.

For additional information, please contact Heather deBethizy at (760) 924-1812

Attachments:

1. DRAFT PSP Project Ranking RFP
2. Fiscal Agent Scope of Services



INTEGRATED REGIONAL WATER MANAGEMENT PROGRAM

**Round 2 Prop. 84 IRWM Implementation  
Proposal Process, Scoring/Ranking Process,  
& Pre-Proposal Template**

DRAFT



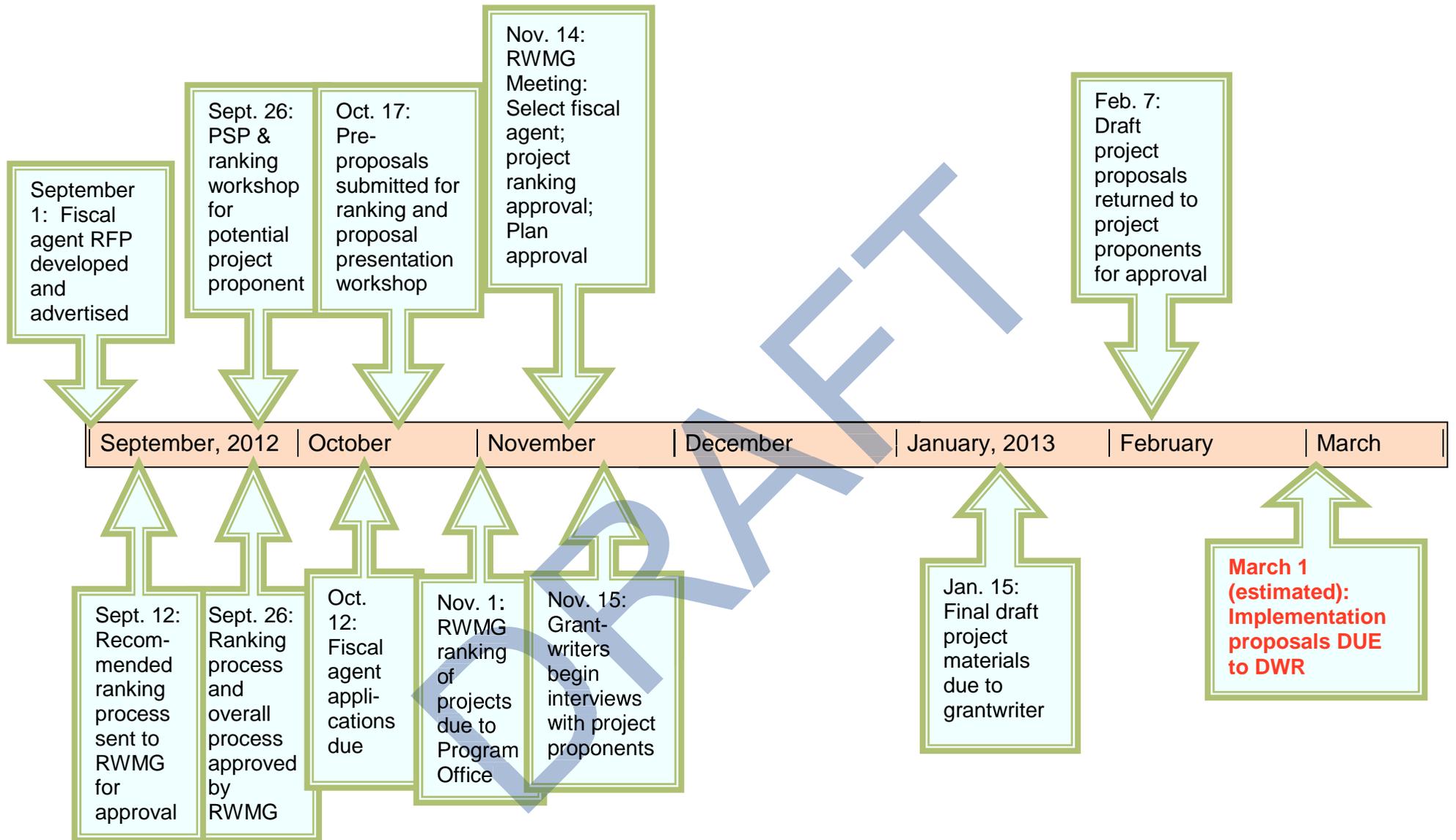
## Project Review Process

### General Information and Preparation of Pre-proposals

- You are *strongly* encouraged to review all relevant documents including the *draft* Round II Implementation PSP, Draft IRWMP Plan Guidelines and the guidance included in this RFP.
- Please pay particular attention to required procedures and deadlines.
- If you intend to submit a project for Round 2 Implementation funding, you **must** attend the September 26, 2012, PSP and ranking workshop in Independence. If you are not able to attend, you must send someone to attend in your place. Those not attending will not be eligible to submit project proposals.
- Round 2 Implementation pre-proposals (those proposals used for internal ranking) are due to the Program Office by 11:59 pm, October 16, 2012. Also become familiar with the Implementation PSP before starting your pre-proposal so that you understand what is expected of projects and project proponents. **Please submit pre-proposals as Word documents. We suggest using the attached application worksheet as a template for your pre-proposal.**
- With regards to the Implementation PSP section in the pre-proposal, a fully-developed proposal is not necessary. Reviewers will be looking for the minimal amount of information necessary to respond to the questions in the Implementation PSP Table starting on Page 4. However, providing responses to all of the scoring criteria/questions is **highly recommended**.
- All project proponents **are required** to give a brief presentation of their project(s) to the Regional Water Management Group on October 17, 2012. **All entities wishing to review and rank projects must attend this project presentation workshop**, including all TAC members.

### Scoring of Proposals and Allocation of Funding

- Category-specific technical advisory committees will meet and evaluate proposals for that category only before October 24, 2012. *TACs will (A) evaluate only the Work Plan, Budget, and Schedule of each pre-proposal up to 25 points; or (B) evaluate the entire Implementation PSP section of each pre-proposal up to 80 points.*
- TACs will provide their scoring and rankings to the Program Office by October 24, 2012. Program Office will then provide this information to project proponents and the RWMG. If project proponents wish to respond to the TAC rankings, they may do so any time before November 1, 2012, and those responses will be made available to the group of project reviewers.
- RWMG ranking of projects will occur within bins (or categories). There will be no overall ranking of projects.
- Expenses related to implementing and administering the Grant Agreement with DWR will be subtracted from the total grant award with remaining funds going directly to support implementation projects.
- Implementation award will be allocated to the highest ranked projects within each bin. Bins will be randomly selected and the highest ranking project from the first bin selected will receive funding and then the highest ranked project in the second bin selected receiving funding for their project and so on until the total award is allocated.
- Only RWMG Members are eligible to review and rank projects. Members wishing to review and rank projects must commit to reviewing and ranking ALL projects. RWMG reviewers may accept the TAC scoring for those specific sections for a particular project, or they may do their own scoring. If you accept the TAC scores, you must also review and score the other sections of the proposal not scored by the TAC.
- The highest aggregate score per bin will receive highest ranking for that bin.
- **RWMG Members who wish to review and rank projects must submit their rankings by 9:00 am, November 1, 2012, to the Program Office.** Project ranking results will be circulated to the RWMG as soon as possible for Members to take to their governing boards for approval by **November 14, 2012.**
- See attached timeline for more information about the review and ranking process, fiscal agent selection, and proposal development.



## General Project Information

### Project proponent:

Yes  No Is the project proponent a signatory of the planning/implementation MOU? If not, are there plans in place to become an MOU signatory on or before October 17, 2012 (deadline for pre-proposal submission), or is the project proponent partnering with an MOU signatory? If project proponent is partnering with an MOU signatory, please list the name of the signatory.

### MOU Signatory Partner:

### Contact person:

Phone:

E-mail:

### Name of project:

### County(ies) where the project will be implemented:

### Watershed(s) where the project will be completed:

**This project best fits into the following category (choose one, based on the Inyo-Mono regional Objectives):**

- Water Quality
- Water Supply
- Ecosystem Health
- Flood Management
- Groundwater

### Project Abstract:

Provide a 300-word (or less) abstract summarizing the project

## Scoring

The maximum amount of points available per proposal is 115. Pay particular attention to the allocated scoring for each section below and instructions pertinent to that section.

Implementation PSP (80 points for entire section; see individual scoring criteria for scoring guidance)

Table 5 – Supplemental Scoring Criteria and Scoring Standards				
Scoring Criteria	Weighting Factor	Range of Points Possible	Score	Scoring Standards
<p><b>Work Plan</b></p> <p><i>Scoring will be based on whether the applicant has presented a detailed and specific Work Plan that adequately documents the Proposal (i.e., suite of projects).</i></p> <p>Does the Work Plan contain an introduction that includes:</p> <p>a) goals and objectives of the Proposal and how the Proposal helps achieve the goals and objectives of the adopted IRWM Plan?</p> <p>b) a map showing relative project locations; and</p> <p>c) a map showing relative project locations; and</p> <p>Are tasks for each project of adequate detail and completeness so that it is clear that the project can be implemented?</p> <p>Do the tasks include appropriate deliverables and reporting submittals (i.e., quarterly and final reports)?</p> <p>Is the proposal consistent with the applicable Basin Plan?</p> <p>Is this a study or part of a larger - multi-phased project effort? If so, will the proposed project(s) be operational as a standalone project(s) without the completion of the end project(s)?</p> <p>Does the Work Plan include a listing of required permits and their status including CEQA compliance?</p> <p>Does the Work Plan include Data Management and Monitoring Deliverables consistent with the IRWM Plan Standards and Guidance - Data Management Standard?</p>	3	0-15	0-5	Standard Scoring Criteria See 2012 Guidelines, Section V.G
<p><b>Budget</b></p> <p><i>Scoring will be based on whether the applicant has presented a detailed and specific budget that adequately documents the Proposal.</i></p>	1	0-5	5	A score of 5 points will be awarded where the Budgets for all the projects in the Proposal have detailed cost information as described in Attachment 4; the costs are reasonable, and all the Budget categories of Exhibit B are thoroughly supported.

Table 5 – Supplemental Scoring Criteria and Scoring Standards

Scoring Criteria	Weighting Factor	Range of Points Possible	Score	Scoring Standards
<p>Are the tasks shown in the Budget consistent with the work items shown in the Work Plan and Schedule?</p> <p>Are the detailed costs shown for each project reasonable?</p> <p>Does the budget attachment contain an explanation of how the project costs were estimated?</p>			<p>4</p> <p>3</p> <p>2</p> <p>1</p> <p>0</p>	<p>A score of 4 points will be awarded where the Budgets for all the projects in the Proposal have detailed cost information as described in Attachment 4 and the costs are considered reasonable but the supporting documentation for some of the Budget categories of Exhibit B are not fully supported or lack detail.</p> <p>A score of 3 points will be awarded where the Budgets for most of the projects in the Proposal have detailed cost information as described in Attachment 4, but not all costs appear reasonable or supporting documentation is lacking for a majority of the items shown in the Budget categories described in Exhibit B.</p> <p>A score of 2 points will be awarded where the Budgets for less than half the projects in the Proposal have detailed cost information as described in Attachment 4, many of the costs cannot be verified as reasonable, or supporting documentation is lacking for all of the Budget categories described in Exhibit B.</p> <p>A score of 1 will be awarded where there is no detailed Budget information provided for any of the proposed projects.</p> <p>A score of 0 will be awarded where there is no Budget information provided.</p>
<p><b>Schedule</b></p> <p><i>Scoring will be based on whether the applicant has presented a detailed and specific schedule that adequately documents the Proposal and on the readiness to proceed with the Proposal. Readiness will be measured by construction cycles following the anticipated award date of September 2013. It is assumed in the Scoring Standards that the first construction cycle will begin April 2014, the second cycle will begin April 2015, and the third cycle will begin April 2016.</i></p> <p>Are the tasks in the schedule consistent with the tasks described in the Work Plan?</p> <p>Given the task descriptions in the Work Plan, does the schedule seem reasonable?</p> <p>How many construction cycles occur between the assumed agreement execution date and the start of construction or implementation for the</p>	1	0-5	<p>5</p> <p>4</p> <p>3</p> <p>2</p>	<p>A score of 5 points will be awarded if the schedule is consistent with the Work Plan and Budget, reasonable, and demonstrates a readiness to begin construction or implementation of at least one project of the Proposal no later than May 2014.</p> <p>A score of 4 points will be awarded if the schedule is consistent with the Work Plan and Budget, demonstrates a readiness to begin construction or implementation of at least one project of the Proposal no later than May 2015.</p> <p>A score of 3 points will be awarded if the schedule is consistent with the Work Plan and Budget, reasonable, and demonstrates a readiness to begin construction or implementation of at least one project of the Proposal no later than May 2016.</p> <p>A score of 2 points will be awarded if the schedule is consistent with the Work Plan and Budget, demonstrates a readiness to begin construction or implementation of no project of the Proposal earlier than May 2016.</p>

**Table 5 – Supplemental Scoring Criteria and Scoring Standards**

Scoring Criteria	Weighting Factor	Range of Points Possible	Score	Scoring Standards
earliest of the Proposal's projects?			1	A score of 1 point will be awarded if the Schedule is not consistent with the tasks presented in the Work Plan and Budget, is clearly not reasonable. Readiness to begin construction or implementation will be disregarded.
			0	A score of 0 will be awarded if the schedule was not included in the application.
<p><b>Monitoring, Assessment, and Performance Measures</b></p> <p><i>Scoring will be based on whether the applicant has presented an adequate monitoring and assessment program including performance measures that will allow a determination of whether the objectives are met.</i></p> <p>Do the output indicators effectively track project output?</p> <p>Are the outcome indicators adequate to evaluate change resulting from the project's implementation?</p> <p>Is it feasible to meet the targets within the life of the project(s)?</p>	1	0-5	0-5	<p>Standard Scoring Criteria</p> <p>See 2012 Guidelines, Section V.G</p>
<p><b>Technical Justifications of Projects</b></p> <p><i>Scoring will be based solely on the technical justifications of project(s) with respect to claimed physical benefits. Magnitude of physical benefits will not be scored under this criterion. However, physical benefits must be clearly described and quantified (if applicable) as points will be allocated based on the quality of the technical analysis and supporting documentation in consideration of the type of benefit claimed. Scoring is designed to not bias types or sizes of projects with respect to each other.</i></p> <p>Did the applicant provide information that clearly identifies and describes the physical benefits of each project included in the Proposal?</p> <p>Is the technical analysis appropriate and justified considering the size of the project and the type of benefit claimed?</p>	2	0-10	4-5	A proposal that includes clearly identified and well described physical benefits and supporting documentation that demonstrates the project(s) is technically justified to achieve the claimed benefits will be awarded a score of 4 or 5 points based on the adequacy of the technical justification of the project(s).
			3-4	A proposal that includes clearly identified and well described physical benefits, but lacks sufficient supporting documentation to demonstrate the project(s) is technically justified to achieve the claimed benefits will be awarded a score of 3 or 4 points based on the adequacy of the technical justification of the project(s).
			2-3	A proposal that includes physical benefits that are not clearly identified and/or well described and lacks sufficient supporting documentation to demonstrate the project(s) is technically justified to achieve the claimed benefits will be awarded a score of 2 or 3 points based on the adequacy of the technical justification of the project(s).
			1-2	A proposal that includes physical benefits that are not clearly identified and/or well described and little to no supporting documentation to demonstrate the project(s) is technically justified to achieve the claimed benefits will be awarded a score of 1 or 2 points based on the adequacy of the technical justification of the project(s).

Table 5 – Supplemental Scoring Criteria and Scoring Standards

Scoring Criteria	Weighting Factor	Range of Points Possible	Score	Scoring Standards
			0	A score of zero will be awarded to proposals that do not include supporting documentation to demonstrate the project(s) is technically justified to achieve the claimed benefits.
<p><b>Benefits and Costs Analysis</b></p> <p><i>Scoring will be based on the magnitude of benefits and quality of analysis. Magnitude will be evaluated relative to total proposal costs. For proposals where a cost effectiveness evaluation is provided, these evaluations will also be scored based on the quality and completeness of the evaluation. Scoring is designed to not bias types of projects with respect to each other.</i></p> <p>Points will be allocated based on: 1) the benefits realized through implementation of the Proposal relative to proposal costs and 2) the quality of the analysis and supporting documentation demonstrating those benefits.</p> <p>Are the costs and benefits claimed supported with clear and complete documentation?</p> <p>Is the benefit analysis appropriate considering the size of the project and the type of benefit claimed?</p> <p>Note the following:</p> <ul style="list-style-type: none"> <li>• Applicants may not split a single project into multiple smaller components or phases in order to be eligible for the Cost Effectiveness Analysis Option (Section D1).</li> <li>• Points may be reduced if DWR determines that the benefits described in the Non-Monetized Benefit Analysis (Section D2) could readily be quantified in dollar terms. This judgment may involve the type of benefit, the size of the project, and the availability of information.</li> <li>• If DWR determines that FDR project benefits can be monetized, but the applicant did not present the benefits, the applicant risks losing points.</li> </ul>	3	0-30	8-10	Collectively the proposal is likely to provide a high level of benefits in relationship to cost and this finding is supported by detailed, high quality analysis and clear and complete documentation.
			7-8	Collectively the proposal is likely to provide a high level of benefits in relationship to cost, but the quality of the analysis or clear and complete documentation is lacking.
			5-7	Collectively the proposal is likely to provide a medium level of benefits in relationship to cost and this finding is supported by detailed, high quality analysis and clear and complete documentation.
			4-5	Collectively the proposal is likely to provide a medium level of benefits in relationship to cost, but the quality of the analysis or clear and complete documentation is lacking.
			1-4	Collectively the proposal is likely to provide a low level of benefits in relationship to cost. Varying degree of quality of the analysis and supporting documentation.
			0	A score of zero will be awarded to proposals that do not demonstrate any level of benefit.

**Table 5 – Supplemental Scoring Criteria and Scoring Standards**

Scoring Criteria	Weighting Factor	Range of Points Possible	Score	Scoring Standards
<p><b>Program Preferences</b></p> <p><i>Scoring will be based on whether the Proposal will implement one or more of the specified IRWM Grant Program Preferences (See Section II.F). Proposals that demonstrate significant, dedicated, and well-defined projects that meet multiple Program Preferences will be considered more favorably than Proposals that demonstrate a significant potential to meet a single Program Preference or demonstrate a low degree of commitment or certainty to meeting Program Preferences.</i></p> <p>Did the applicant demonstrate a high degree of certainty that the Proposal will implement the Program Preferences claimed?</p> <p>Did the applicant document the magnitude and breadth of Program Preferences that the Proposal will achieve?</p> <p>Did the applicant include a project(s) that will address critical water supply or water quality needs of disadvantaged communities within the IRWM region?</p>	2	0-10	0-5	<p>One half point will be awarded for each Program Preference (including the Statewide Priorities listed in Table 1 of the 2012 Guidelines) that will be met through the implementation of the Proposal, with one exception. One full point will be awarded if the Proposal includes a project(s) that will meet the Preference: "Address critical water supply or water quality needs of disadvantaged communities within the IRWM region" (DAC Program Preference).</p> <p>The maximum score of 5 points will be awarded only if the Proposal, upon implementation, will meet at least 8 non-DAC Program Preferences AND includes a project(s) that will meet the DAC Program Preference.</p> <p>If the Proposal does not include a project that will meet the DAC Program Preference, the maximum score that may be awarded is 4 points.</p> <p>Program Preference points will be granted if it is clear that the preference will be met upon implementation of the Proposal.</p>
<b>Total Range of Points Possible Without Tie Breaker Points =</b>		0 - 80		



## Statewide Priorities (3 points for entire section)

### State Water Plan Strategic Objectives

Please indicate which of the following objectives from the Water Plan Update 2009 this project addresses (check all that apply).

- Reduce Water Demand
- Improve operational efficiency and transfers
- Increase water supply
- Improve water quality
- Practice resource stewardship
- Improve flood management

## Inyo-Mono Regional Priorities and Preferences (32 points for entire section)

### Inyo-Mono IRWM Planning Priorities (20 points for entire section)

1. In the table below, put an "X" by each Inyo-Mono IRWM Plan Objective and Resource Management Strategy that the project supports. Include a one-sentence description justifying your answer for each. (5 points)

Regional Objective	Resource Management Strategies
<input type="checkbox"/> Protect, conserve, optimize, and augment water supply while maintaining ecosystem health	<input type="checkbox"/> Improve water supply reliability. <input type="checkbox"/> Improve system flexibility and efficiency. <input type="checkbox"/> Support compliance with current and future state and federal water supply standards. <input type="checkbox"/> Address local water supply issues through various techniques, including, but not limited to: groundwater recharge projects, conjunctive use of water supplies, water recycling, water conservation, water transfers, and precipitation enhancement. <input type="checkbox"/> Optimize existing storage capacity. <input type="checkbox"/> Conserve and adapt water uses to future conditions. <input type="checkbox"/> Capture and manage runoff where feasible. <input type="checkbox"/> Incorporate and implement low-impact development design features, techniques, and practices. <input type="checkbox"/> Promote public education about water supply issues and needs. <input type="checkbox"/> Promote planning efforts to provide emergency drinking water to communities in the region in the event of a disaster. <input type="checkbox"/> Promote water efficiency in fish hatcheries. <input type="checkbox"/> Protect water supplies that support public

Regional Objective	Resource Management Strategies
	recreational opportunities.
<input type="checkbox"/> Protect, restore, and enhance water quality	<input type="checkbox"/> Support achieving compliance with current and future state and federal water quality standards. <input type="checkbox"/> Improve the quality of urban, agricultural, and wildland runoff and/or mitigate their effects in surface waters and groundwater. <input type="checkbox"/> Support monitoring to better understand major sources of erosion and causes and, where feasible, reduce erosion and sedimentation. <input type="checkbox"/> Protect public and aquatic ecosystem sustainability. <input type="checkbox"/> Match water quality to water use. <input type="checkbox"/> Support appropriate recreational programs that minimize and/or mitigate impacts to water quality.
<input type="checkbox"/> Provide stewardship of water dependent natural resources	<input type="checkbox"/> Protect, restore, and enhance natural processes, habitats, and threatened and endangered species. <input type="checkbox"/> Protect, enhance, and restore ecosystems. <input type="checkbox"/> Support science-based projects to protect, improve, assess, and/or restore the region’s ecological resources, while providing opportunities for public access, education, and recreation where appropriate. <input type="checkbox"/> Support research and monitoring to better understand the impacts of water-related projects on environmental resources. <input type="checkbox"/> Identify, develop , and enhance efforts to control invasive species.
<input type="checkbox"/> Maintain and enhance water, wastewater, emergency response, and power generation infrastructure efficiency and reliability	<input type="checkbox"/> Promote rehabilitation and replacement of aging water and wastewater delivery and treatment facilities in rural communities, including tribal lands. <input type="checkbox"/> Ensure adequate water for fire protection and emergency response. <input type="checkbox"/> Promote and improve energy efficiency of water systems and uses. <input type="checkbox"/> Promote water efficiency in power generating facilities. <input type="checkbox"/> Provide for development and improvement of emergency response plans.

Regional Objective	Resource Management Strategies
<ul style="list-style-type: none"> <li><input type="checkbox"/> Address climate variability and reduce greenhouse gas emissions</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Increase understanding of water related greenhouse gas emissions.</li> <li><input type="checkbox"/> Increase understanding of impacts of climate change on water supplies and water quality.</li> <li><input type="checkbox"/> Manage and modify water systems to respond to increasing climate variability.</li> <li><input type="checkbox"/> Support efforts to research and implement alternative energy projects and diversify energy sources to move and treat water within the region.</li> <li><input type="checkbox"/> Support efforts to reduce greenhouse gas emissions in the region.</li> <li><input type="checkbox"/> Promote public education about impacts of climate change, particularly as it relates to water resource management in the region.</li> </ul>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Enhance participation of disadvantaged communities and tribal entities in IRWM process</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Engage regional communities and tribes in collaborative water and natural resource management related efforts.</li> <li><input type="checkbox"/> Provide assistance for tribal and DAC consultation, collaboration, and access to funding for development, implementation, monitoring, and long-term maintenance of water resource management projects.</li> <li><input type="checkbox"/> Promote public education and training programs in disadvantaged communities and tribal areas about water resource protection, pollution prevention, conservation, water quality, watershed health, and climate change.</li> <li><input type="checkbox"/> Promote social resilience in disadvantaged communities and tribes to more effectively respond to social, economic or environmental disturbances impacting water-related resources.</li> </ul>

Regional Objective	Resource Management Strategies
<input type="checkbox"/> Promote sustainable stormwater and floodplain management that enhances flood protection	<input type="checkbox"/> Characterize current stormwater and flood management situations and challenges. <input type="checkbox"/> Promote region-wide integrated stormwater and flood management planning. <input type="checkbox"/> Improve stormwater and flood management infrastructure and operational techniques/strategies. <input type="checkbox"/> Promote projects and practices to protect infrastructure and property from flood damage. <input type="checkbox"/> Integrate ecosystem enhancement, drainage control, and natural recharge into construction projects. <input type="checkbox"/> Develop and implement public education, outreach, and advocacy on stormwater and flood management matters.
<input type="checkbox"/> Promote sound groundwater and surface water monitoring, management, and mitigation in cooperation with all affected parties	<input type="checkbox"/> Support and implement state-mandated groundwater and surface water monitoring requirements, and other groundwater monitoring efforts. <input type="checkbox"/> Promote efforts to monitor, manage, and mitigate effects of groundwater-dependent projects. <input type="checkbox"/> Develop and support projects that mitigate for the effects of groundwater extraction. <input type="checkbox"/> Protect and improve the quality and quantity of stored groundwater supplies and recharge areas. <input type="checkbox"/> Promote conjunctive use projects. <input type="checkbox"/> Identify existing gaps in groundwater and surface water quantity data and undertake appropriate assessments/characterization studies. <input type="checkbox"/> Collect data and monitor groundwater and surface water supply variability. <input type="checkbox"/> Promote efforts to manage/design groundwater projects so that future impacts requiring mitigation are avoided.

2. Will this project benefit disadvantaged communities? If yes, list DACs that will benefit. (If uncertain which communities qualify as DACs, contact Program Office staff.) (10 points)
3. Will this project involve or benefit Native American Indian Tribes? If yes, list Tribes and locations. (5 points)

**Project Status/Project Readiness (6 points for entire section, scored as a whole)**

1. Is this a project under CEQA?

- a. Yes No
  - b. If yes, what level of CEQA is required?
  - c. What is the proposed schedule for completing CEQA?
2. Is this a project under NEPA?
  - a. Yes No
  - b. If yes, what level of NEPA is required?
  - c. What is the proposed schedule for completing NEPA?
3. Is the project proponent able to commit a 25% funding match as required by the PSP, or will the proponent be seeking a DAC match waiver?
4. What are the local and regional permitting requirements (if any), and have they been met? If not, what is the current status of compliance and/or plan for complying with the requirements? If permits are required, when do they expire?
5. Will there be staff available for project implementation, or will they need to be hired?
6. What kinds of planning documents, outside of permitting, are necessary for the project, and are they complete? For example, engineering designs or blueprints, work plan, etc.
7. What other financial resources (internal and/or external) will be available to undertake the project and sustain it beyond the IRWM grant?
8. Does the project proponent have the authority or approval to implement the project (such as landowner approval; approval from governing board; or fee, easement, or license rights)?
9. What will be the status of achieving the appropriate approvals by September 1, 2013 (anticipated final award date)?
10. If approvals have not been granted by September 1, 2013, what is the proposed schedule for achieving such approvals?

**Subjective Evaluation Narratives (limit responses to 100 words or fewer) (6 points for entire section, scored as a whole)**

1. Will this project result in reduced greenhouse gas emissions? If yes, explain how.
2. Will this project contribute to developing or implementing adaptation strategies to respond to climate variability impacts on water resources? If yes, explain how.
3. Are there any expected negative economic or environmental impacts of the project? Please describe.
4. Does the project address public health and safety concerns? Please describe.
5. Will this project contribute to achieving compliance with regulatory requirements?
6. Does the project mitigate existing negative environmental conditions? Please explain.



**INYO-MONO IRWMP**  
**FISCAL AGENT SCOPE OF SERVICES**  
**April 25, 2012**

The Inyo-Mono Regional Water Management Group (RWMG) was formed under Proposition 84 and California Department of Water Resources (DWR) guidelines to define and implement water-related goals and programs within the planning region. Much of the funding that the RWMG seeks to obtain and manage is provided by DWR or similar State agencies. These agencies normally require that the contractual obligations of grants or other financial resources be administered through a fiscal agent, who acts as a liaison between the government agency and the project proponent(s), whether that proponent is the RWMG itself or an associated water-related entity from within relevant counties.

This document defines the eligibility, responsibilities, and compensation requirements for an entity to act as the fiscal agent on an RWMG contract.

Eligibility

Generally, the State requires that an eligible fiscal agent be a public institution or a non-profit organization that has the ability to show viable and established organizational and financial resources which demonstrate the ability to successfully accomplish the contracting aspects of a grant program.

- A public agency is a city, county, district, joint powers authority, a state agency or department, or other political subdivision of the state. At this time, federal agencies are not eligible for consideration for fiscal agency.
- A non-profit organization means any California corporation organized under Section 501(c)(3, a4, or 5) of the federal Internal Revenue Code. Indian tribes with Section 501(c)(3) status are also eligible.

Responsibilities

The fiscal agent acts as administrator of a grant, and has responsibility for seeing that contractual commitments are met based on requirements from the funding agency and for administering payment of grant monies to project proponents under conditions described in the grant. The fiscal agent is not responsible for program management of the project(s)<sup>1</sup> authorized under the grant or for technical completion of the project(s); the latter remain the responsibility of the proponents of the project(s) identified in the grant.

The fiscal agent provides the following general services (these may vary as described in individual contracts):

- Serve as the single-point liaison between the grantor and the RWMG or project proponents
- Develop and administer sub-contracts with project proponents in a timely manner
- Provide regular communication with the grantor and project proponents, including timely responses to requests and questions, as well as clarification of terms and conditions or other contractual matters
- Attend to contractual grant administration tasks, including, but not limited to, responding to a commitment letter, signing a grant agreement/contract, providing invoices and reports on a regular schedule, and delivering a final report.
- Facilitate regular reporting on project progress, including an annual report, to the RWMG and monthly informal reports to the Inyo-Mono Administrative Committee
- Collect cost data from and provide timely reimbursements, within reason, to project proponents.
- Obtain relevant contractual documents for the proponent(s).
- An agreement for services between the fiscal agent and the Inyo-Mono RWMG may include other services as deemed appropriate by both parties.

## Compensation

The fiscal agent will be reimbursed for costs related to administration of the contract in accordance with conditions specified in the individual contract. Generally this compensation will be expressed as a portion of the grant award and would be based on the total grant award.

## Contact

To obtain more information on representing the Inyo-Mono RWMG as a fiscal agent, please contact:

Mark Drew  
Inyo-Mono IRWM Program Office  
760-924-1008  
[mdrew@caltrout.org](mailto:mdrew@caltrout.org)



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 18, 2012	<b>DEPARTMENT</b>	Social Services
<b>ADDITIONAL DEPARTMENTS</b>			
<b>TIME REQUIRED</b>	25 minutes	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Julie M. Tiede
<b>SUBJECT</b>	Eastern Sierra Area Agency on Aging Contract Status Update		

### AGENDA DESCRIPTION:

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

Presentation by Julie Tiede regarding the status of the proposed subcontract contract between Inyo County and Mono County for the delivery of Senior Services in Mono County. Review of proposed subcontract terms and conditions for approval.

### RECOMMENDED ACTION:

Review status of Proposed Subcontract Agreement with Inyo County for the delivery of Senior Services in Mono County. Provide any desired direction to staff based on approval or non-approval of terms and conditions. Execute such Subcontract Agreement if/as deemed appropriate.

### FISCAL IMPACT:

Fiscal impacts unknown until further direction to staff is provided.

**CONTACT NAME:** Julie M. Tiede

**PHONE/EMAIL:** 760-924-1790 / jtiede@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO



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## ATTACHMENTS:

Click to download

 [Staff Report](#)

 [Senior Services Contract](#)

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### History

Time	Who	Approval
9/4/2012 7:31 AM	County Administrative Office	Yes
9/10/2012 5:29 PM	County Counsel	Yes
8/31/2012 12:59 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

P.O. Box 576 • Bridgeport • California • 93517-0576

JULIE TIEDE  
*Director*

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

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

## STAFF REPORT



TO: Board of Supervisors, Mono County

FROM: Julie Tiede, Director of Social Services

DATE: August 31, 2012

SUBJECT: Fiscal Year 12-13 Senior Services Program

### **DISCUSSION:**

On August 8, 2012 this Board voted (4-1) to proceed with the provision of certain Senior Services in Mono County through a subcontract relationship with Inyo County, as the governing Board of the Eastern Sierra Area Agency on Aging (ESAAA). The current 90 day subcontract agreement between the parties expires on September 30, 2012. Mono County Staff has been in contact with Inyo County Staff with regards to the terms and conditions of the proposed subcontract relationship that is to go in effect October 1, 2012. Mono County Staff has been informed that the proposed Subcontract Agreement will be made available by Inyo County for Mono County review the week of September 4, 2012. Prior to such time however that the contract is made available for review, Mono County Staff has been informed that it is the intent of Inyo County that such subcontract agreement be a 4 year agreement and not a one year agreement. While a meeting has been scheduled for September 17, 2012 between Counties (their respective CAO's, the Inyo County Director of Health and Human Services, and the Mono County Director of Social Services) regarding the proposed subcontract agreement, Inyo County has recently informed Mono County Staff that the proposed subcontract agreement is required to be executed by Mono County no later than September 25, 2012. It is believed that in the event that Mono County has not executed the proposed subcontract agreement by the above stated date, Inyo County intends as of October 1, 2012 to provide Senior Services directly to Mono County and not by a subcontract relationship. Those direct services are as outlined in the attached Exhibit A.

Staff is requesting the Mono County Board of Supervisors review the above status, the available terms and conditions proposed by Inyo County with regard to the subcontract relationship and provide direction.

**FISCAL IMPACT:**

Unknown until further direction is provided to staff.

**RECOMMENDATION:**

Review status of proposed subcontract agreement with Inyo County for the delivery of Senior Services in Mono County. Provide any desired direction to staff based on approval or non-approval of terms and conditions. Execute such Subcontract Agreement if/as deemed appropriate.

**Julie Tiede**

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**From:** Jean Turner [jturner@inyocounty.us]  
**Sent:** Wednesday, July 11, 2012 3:13 PM  
**To:** Julie Tiede  
**Cc:** Denelle Carrington; Marilyn Mann  
**Subject:** additional analysis and thoughts

Hi Julie,

As we continue to play out options, I wanted to provide you with this info:

**IF Inyo were to serve Walker directly with Inyo staff (at Inyo costs),** we believe we can keep 5 days/week congregate meals going, with the following assumptions:

- Meals would be prepared in Bishop and delivered 2-4 times/month for warm-up in the Walker site kitchen.
- Inyo would likely need to hire a part time employee to be based at Walker to warm-up meals 5 days/week and manage the congregate meal prep and clean-up for approximately 2.5 hours/day, M-F.
- Walker has adequate freezer space to accommodate meals needing to be kept for 1-2 weeks.
- Mono County would donate use of the Walker facility and associated utilities costs for the congregate meals. Otherwise, those costs would be factored into the total per-meal cost, thus reducing the number of meals that could be provided.

The home-delivered meal picture looks worse for both counties. Both counties will need to augment home-delivered meals or reduce clients. For Mono, your Board will need to be prepared to augment on October 1 – for the remainder of the fiscal year – approximately \$21,500 for home-delivered meals to keep last year’s level of service, OR reduce home-delivered clients to live within the allocation.

I wanted you to have this info as soon as we have done the work so we can all make informed decisions.

**Jean**

Jean Turner, Director

Inyo County Health & Human Services/

Eastern Sierra Area Agency on Aging (ESAAA)

163 May Street

Bishop, CA 93514

(760) 873-3305

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** County of Mono  
**FOR THE PROVISION OF** Senior **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the community based senior services of Mono County Social Services of County of Mono (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jean Turner, whose title is: Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from October 1, 2012 to June 30, 2016 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$288,701 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment C, upon executing this Agreement.

**4. WORK SCHEDULE.**

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

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses

or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

#### **8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

#### **9. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

**10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

**11. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

**12. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.



B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**15. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

**18. CONFIDENTIALITY.**

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

**19. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**20. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**23. ATTORNEY'S FEES.**

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

**24. AMENDMENT.**

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

**25. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
Health & Human Services	Department
PO Drawer A	Street
Independence, CA 93526	City and State

Contractor:	
County of Mono	Name
P.O. Box 576	Street
Bridgeport, CA 93517	City and State

**26. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** County of Mono  
**FOR THE PROVISION OF** Senior **SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** County of Mono  
**FOR THE PROVISION OF** Senior **SERVICES**

**TERM:**

**FROM:** 10/01/12      **TO:** 06/30/16

**SCOPE OF WORK:**

Contractor will provide the following senior services within Mono County according to the requirements of the Older Americans Act and applicable Federal and State regulatory standards as outlined in the attached Standard Agreement for Contract #AP-1213-16 with the State of California and California Department of Aging. The contract with the State of California is attached and incorporated herein.

<u>Service</u>	<u>Minimum Units of Service</u>
1. Home Delivered Meals:	
a. October 1, 2012 through June 30, 2013	2,873 meals
b. Each Fiscal Year beginning July 1, 2013	3,831 meals
2. Congregate Meals:	
a. October 1, 2012 through June 30, 2013	2,138 meals
b. Each Fiscal Year beginning July 1, 2013	2,850 meals
3. Transportation:	
a. October 1, 2012 through June 30, 2013	210 one-way trips
b. Each Fiscal Year beginning July 1, 2013	280 one-way trips
4. Assisted Transportation:	
a. October 1, 2012 through June 30 2013	36 one-way trips
b. Each Fiscal Year beginning July 1, 2013	49 one-way trips

Contractor will provide a monthly summary of service activity in the above categories in terms of identified units of service according to administrative requirements specified by the County.

Contractor's good-faith failure to render any minimum number of service units, despite best efforts, shall not constitute a breach of this Agreement.

Notwithstanding Paragraph 14, this Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND County of Mono  
FOR THE PROVISION OF Senior SERVICES**

**TERM:**

**FROM:** 10/01/12                      **TO:** 06/30/16

**SCHEDULE OF FEES:**

Contractor will submit an Area Plan Budget (CDA 122) to Eastern Sierra Area Agency on Aging (ESAAA) each year by July 1, as required by the California Department of Aging (CDA). Contractor will also submit as required by the CDA, the Financial Closeout Report (CDA 180) within 45 days following the end of the fiscal year or within 30 days following termination prior to the end of the contract period, unless otherwise specified by the CDA.

Contractor will submit an invoice for the actual quarterly expenditures and ESAAA will reimburse based on the actual expenditures up to the maximum quarterly amount (1/4 of the total annual contract amount). If Contractor's expenses are either less than or over the quarterly maximum, those differences may be reconciled with future quarters' funds, within the same fiscal year, so long as the Contractor is continuing to provide services pursuant to this contract within those same future quarters. The quarterly invoice shall be submitted by Contractor to the ESAAA administrative services contractor (Inyo County) by the tenth (10<sup>th</sup>) of the month following the end of the quarter for services delivered in the previous quarter, and shall be paid by ESAAA by the end of the month after the quarterly invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice. The total contract amount for October 1, 2012 through June 30, 2013 is \$58,388 (remaining 3 quarters of the year). In future years, if the allocation amount were to remain the same, the annual amount to be reimbursed would be approximately \$76,771. Payment will be conditioned on monthly submission of service activity reports as specified in Attachment A. The monthly service report shall be submitted by Contractor to the ESAAA administrative services contractor (Inyo County) by the tenth (10<sup>th</sup>) of each month for services delivered in the previous month. Both invoice and service activity reports shall be submitted to Inyo County Health & Human Services, PO Drawer A, Independence, CA 93526 or by electronic means specified by the ESAAA administrative services contractor (Inyo County).

The contract amount noted above is based on the most recent allocation letter from the California Department of Aging (CDA). If future allocations to ESAAA from CDA are reduced, a revised contract amount shall be calculated based on the most recent allocation letter. Subsequently, Contractor's maximum contract amount is subject to change annually.

Notwithstanding Paragraph 14, this Agreement may be cancelled by County without cause, and at will, for any reason by giving the Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** County of Mono  
**FOR THE PROVISION OF** Senior **SERVICES**

**TERM:**

**FROM:** 10/01/12      **TO:** 06/30/16

**Form W-9**

**Request for Taxpayer  
Identification Number and Certification**  
*(Please submit W-9 form with Contract, available on-line or by County)*

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] [ ]	- [ ] [ ] - [ ] [ ] [ ] [ ]
<b>Employer identification number</b>	
[ ] [ ] [ ] [ ]	- [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** County of Mono  
**FOR THE PROVISION OF** Senior **SERVICES**

**TERM:**

**FROM:** 10/01/12      **TO:** 06/30/16

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 2**  
**Insurance Requirements for Professional Services**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions**

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

***Additional Insured Status***

**The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).**

### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Claims Made Policies***

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

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

### ***Verification of Coverage***

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

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

**AP-1213-16**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

County of Inyo

2. The term of this Agreement is: July 1, 2012 Through June 30, 2013

3. The maximum amount of this Agreement is: **\$ 750,878.00**  
 Seven hundred fifty thousand eight hundred seventy-eight and 00/100 dollars

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

Exhibit A – Scope of Work 14 page(s)

Exhibit B – Budget Detail, Payment Provisions, and Closeout 12 page(s)

Exhibit C\* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 28 page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 15 page(s)

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

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

BY (Authorized Signature)

*Marty Foreney*

DATE SIGNED(Do not type)

6-26-12

PRINTED NAME AND TITLE OF PERSON SIGNING

MARTY FORENEY - CHAIRPERSON, BOARD OF SUPERVISORS

ADDRESS

163 May Street Bishop CA 93514

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

*Rachel de la Cruz*

DATE SIGNED(Do not type)

7-21-12

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General Services Use Only

Exempt per: Older Californians Act and AG OP 80-111

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42) (USC Section 3001-3058); Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and California Department of Aging (CDA) Program Memoranda.
2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS).
3. **Program Development** means activities that either establish a new service or expand or integrate existing services.
4. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non OAA-funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
5. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
6. **Priority Services for Title III E** means services provided to caregivers who care for older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers, who care for children with severe disabilities.
7. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010.

ARTICLE I. DEFINITIONS (Continued)

8. **Title III C-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010.
9. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each PSA compared to the total number of meals served in the State in the preceding year.
10. **Title III D (Health Promotion Services)** means the provision of health risk assessments; routine health screening; nutrition counseling; education services; evidence-based health promotion; physical fitness; group exercise; music, art, dance movement therapy; programs for multigenerational participation; home injury control services; screening for the prevention of depression and coordination of mental health services; and education on preventative health services.
11. **Medication Management** means medication screening and education to prevent incorrect medication and adverse drug reactions.
12. **Matching Contributions** means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.
13. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
14. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.).
15. **Program Income** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
  - a. Voluntary contributions received from a participant or other party for services received
  - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE I. DEFINITIONS (Continued)**

- c. Royalties received on patents and copyrights from contract-supported activities
  - d. Proceeds from the sale of items fabricated under a contract agreement
16. **One-Time-Only Funds** means:
- a. Titles III and VII federal funds allocated to the AAA in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180) (Title 22 CCR 7314)
  - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the Department
  - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the CDA as a result of the federal re-allotment process
17. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
18. **Eligible Service Population** for Title III B, C-1, C-2, D means individuals 60 years of age or older, with emphasis on those in economic and social need 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]
19. **Eligible Service Population for Title III E** means an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA 302(3)]
20. **A Grandparent or Older Individual Who is a Relative Caregiver** [OAA 372(a)(2)] means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who:



**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE I. DEFINITIONS (Continued)**

- (a) lives with the child
- (b) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child
- (c) has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally

21. **A Child** means an individual who is not more than 18 years of age or is an individual with a severe disability.

22. **Individual with Severe Disabilities** means a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more of major life activities.

23. **Title III E Family Caregiver Support Program Categories** are:

- 1. Information Services
- 2. Access Assistance
- 3. Support Services
- 4. Respite Care
- 5. Supplemental Services

**B. DEFINITIONS SPECIFIC TO TITLE VII-A (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES)**

1. **State Long-Term Care Ombudsman Program** means the CDA program that is recognized by the State Legislature and in compliance with the OAA and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA 712(a)(1)(B); W&I 9700, 9701(f)]

2. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the Area Agencies on Aging (AAAs). As a program of CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the state. The Office analyzes data, monitors

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year**

**ARTICLE I. DEFINITIONS (Continued)**

government actions, and provides recommendations pertaining to long-term care facilities and services. The Office periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA 712(a)(1)(A), 712(a)(3) (C&F), 712(h); W&I 9710, 9716, 9717]

3. **State Ombudsman** means the individual who serves as the full-time head of the State Office of the Long-Term Care Ombudsman. The State Ombudsman is appointed by the CDA director and reports directly to this director. With the participation of the AAA, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including AAA responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA 712(a) (2&3), 712(a)(5)(D)(ii), 712(e); W&I 9711]
4. **Local Ombudsman Program** means either a program of the AAA or its subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the planning or service area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA 711(3), 712(a)(5)(D); W&I 9701(a)]
5. **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative, complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence. [OAA 712(a)(5)(A), 712(h)(5); 9701(e), 9719]
6. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to certification by the State Ombudsman, the individual is required to pass state and federal criminal background clearance, complete a minimum of 36 hours of training, and complete a mentorship in accordance with policies and

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE I. DEFINITIONS (Continued)**

procedures established by the State Ombudsman. [OAA 711(5), 712(a)(5)(A), 712(h)(5); W&I 9719]

7. **Volunteer Recruitment** means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAA Section 712(a)(5)(B)(vii)]
8. **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA Sections 102(35), 321(a)(10), W&I 9701(b). The Local Ombudsman Program may serve residents under 60 years of age if:
  - a. A majority of the residents of the facility where the younger person resides are over age 60 and
  - b. Such service does not weaken or decrease service to older individuals covered by the OAA. [Policy of the Office of Elder Rights Projection, Administration on Aging; July 15, 1996]

**C. DEFINITIONS SPECIFIC TO TITLE VII-B (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES – PROGRAMS FOR PREVENTION OF ELDER ABUSE, NEGLECT, AND EXPLOITATION)**

**Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) (42 U.S.C. 3058i, OAA Section 721), including:

1. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation
2. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals
3. Ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE I. DEFINITIONS (Continued)**

4. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA
5. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs
6. Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy
7. Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims
8. Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by the Department to be appropriate

**ARTICLE II. SCOPE OF WORK**

**A. The Contractor shall:**

1. Implement the statutory provisions of the Title III and Title VII Programs (OAA, Section 306) in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Department.
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the Department and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

3. Meet the adequate proportion requirements for priority services as required under the OAA, Section 306(a)(2); and CCR, Section 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
  - a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity
  - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan
5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three years or until any audit is resolved, whichever is longer.
6. Meet the requirements under the OAA, Section 301(a)(1) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA, Section 301(a)(2)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA, Section 301(a)(2)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
11. Enter into contracts with subcontractors that require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [OMB Circular A-133.400(d)(3)] Onsite monitoring will be conducted every two years for all programs except Title III C-1 and Title III C-2 which will be conducted every year.
14. Monitor nutrition programs. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. Generally accepted standards for food safety, AAA policies and procedures must guarantee the following:
  - Inspection of non-food preparation nutrition sites at least every other year
  - Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions
  - Inspection of central kitchens sites annually
15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedure.
18. Provide program information and assistance to the public.

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

19. Maintain a four-year Area Plan, with annual updates, as specified in Title 22 CCR, Sections 7300 through 7320. The Area Plan and annual updates are due by May 1 of each year. The annual update shall be effective during the same term as this Agreement.
  20. Maintain a program data collection and reporting system as specified in Exhibit E.
  21. Contract Title III case management services only to a public or non-profit agency, as required by the USC 42 Section 3026 (a)(8)(C).
  22. Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the AAA as specified in subsection (i), (ii), and (iii), of the USC 42 Section 3026 (a)(8)(C).
  23. Include the identity of each designated community focal point in subcontracts as specified in USC 42 Section 3026 (a)(3)(B).
- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:**
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA 712(a)(5)(i); 9701(a)]
  2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA 712(a)(5)(B)(ii)]
  3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing the decision not to investigate and the reasons for the decision. [OAA 712(a)(5)(B)(iii); W&I 9701(a), 9720]
  4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities. (W&I 15630 et. seq.)

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

5. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289, PC 4675, PC 4700 et seq.]
6. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this contract. [OAA 712(c)].
7. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA 712(a)(5)(B)(iv)].
8. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA 712(a)(5)(B)(v)].
9. Support the development of resident and family councils. [OAA 712(a)(5)(B)(vi)].
10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services:
  - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA 712(a)(5)(B)(vii)]
  - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [W&I 9726.1(a)]
  - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [W&I 9726.1(b&d)]
  - d. Establish (in addition to support) resident, family and friends' councils. [W&I 9726.1(c)]
  - e. Present community education and training programs to long-term care facility staff, human service workers, and the general public about long-term care and residents' rights. [W&I 9726.1(e)]
  - f. Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not eligible to receive the services of the State Long-Term Care Ombudsman Program. [W&I 9720]



**ARTICLE II. SCOPE OF WORK (Continued)**

**C. The Contractor shall:**

1. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds to support activities for the overall program.
2. Review and approve claims for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.
3. Submit monthly fiscal documents to CDA, as determined by the CDA, for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.

**D. The Contractor shall perform the following bilingual and linguistic program services for all programs: (GC 11135 -11139.5; Title 22 CCR Sections 98211, 98310-98314, 98324- 98326, 98340, 98370)**

**1. Needs Assessment**

- a. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

The group-needs assessment shall take into account the following four factors:

1. Number or proportion of limited English speaking persons (LEP) eligible to be served or encountered by the program
2. Frequency with which LEP individuals come in contact with the program
3. Nature and importance of the services provided
4. Local or frequently used resources available to the Contractor

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with GC Section 11135 et seq. and sections 98000-98382 of Title 22 of the CCR.

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
  - 1. Methodologies used
  - 2. The linguistic and cultural needs of non-English or LEP groups
  - 3. Services proposed to address the needs identified and a timeline for implementation (Title 22 CCR Section 98310)
- c. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. (Title 22 CCR Section 98310, 98313)

**2. Provision of Services**

- a. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - 1. Interpreters or bilingual providers and provider staff
  - 2. Contracts with interpreter services
  - 3. Use of telephone interpreter lines
  - 4. Sharing of language assistance materials and services with other providers
  - 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs
  - 6. Referral to culturally and linguistically appropriate community service programs
- c. Based upon the findings of the group needs assessment, The Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

- d. The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- e. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. (Title 22 CCR Section 98324)
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)

**3. Compliance Monitoring**

- a. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
- b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
- c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. (Title 22 CCR Section 98314)

**4. Notice to Eligible Beneficiaries of Contracted Services**

- a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (Title 22 CCR Section 98325)
- b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of GC, section 11135 et seq. (Title 22 CCR Section 98326)
- c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (Title 22 CCR Sections 98211, 98310, 98340)

**ARTICLE I. FUNDS**

**A. Expenditure of Funds**

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. 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 this Department, 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. (CCR, Title 2 Section 599.615 et seq)

Contractor agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

3. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

**B. Accountability for Funds**

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted

**ARTICLE I. FUNDS (Continued)**

**Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.**

**2. Financial Management Systems**

**The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):**

- 1. Financial Reporting**
- 2. Accounting Records**
- 3. Internal Control**
- 4. Budgetary Control**
- 5. Allowable Costs**
- 6. Source Documentation**
- 7. Cash Management**

**C. Unexpended Funds**

**Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.**

**D. Availability of Funds**

- 1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.**
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.**
- 3. Limitation of State Liability**

**Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of an itemized Area Plan Budget**

**ARTICLE I. FUNDS (Continued)**

(CDA 122). No legal liability on the part of the State for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

**4. Funding Reduction(s)**

a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:

- Terminate the Contract pursuant to Exhibit D, Article XII, A
- Offer a contract amendment to the Contractor to reflect the reduced funding for this contract

b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced and (2) some contracts may be reduced by a greater amount than others, and (3) the State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

**E. Interest Earned**

1. Contractor may keep interest amounts earned on advances of federal funds up to \$100 per year for Local Government Agencies or \$250 for non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to the Department's Accounting Section. [45CFR 92.21(i); 45CFR 74.22(i)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.
3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If the Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least quarterly, to the Department's Accounting Section.
4. Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.

**ARTICLE I. FUNDS (Continued)**

- (a) The recipient receives less than \$120,000 in federal awards per year.
- (b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
- (c) The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

**F. Program Income**

- 1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- 2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
- 3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
- 4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
- 5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
- 6. Program Income may not be used to meet the matching requirements of this Agreement.
- 7. Program Income must be used to expand baseline services.

**G. One-Time-Only (OTO) Funds**

- 1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

**ARTICLE I. FUNDS (Continued)**

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR Section 7532 or through a non-competitive award pursuant to Title 22 CCR Section 7360.
3. Titles III and VII federal Program One-Time-Only funds shall only be used for the following purposes:
  - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
  - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
  - c. Innovative pilot projects that are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45 CFR 1321.53(a) & (b).]
  - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services do not require advance Department approval.
4. Nutrition Services Incentive Program (NSIP) One-Time-Only funds shall only be used to purchase food used in the Elderly Nutrition Program.

**H. Matching Contributions**

Matching Contributions means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract 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 or subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) cost principles.



**ARTICLE I. FUNDS (Continued)**

**I. Area Plan Administration**

Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III B, III C-1, III C-2, III E, and III C-1 and III C-2 General Fund administration allocations.

**ARTICLE II. BUDGET AND BUDGET REVISION**

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) with the exception of budget service category transfers as noted in E.1.(a) below. The contractor shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan is hereby incorporated by reference into this Agreement as a part of Exhibit B.**
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates, by May 1, unless otherwise instructed by the Department.**
- C. The Contractor shall submit electronically a budget revision 30 calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.**
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.**
- E. Budget Service Category Transfers**
  - 1. The Contractor may transfer contract funds between budget service categories under the following terms and conditions:**
    - a. The Contractor shall submit a revised budget to the Department for any service category transfer of funds which exceeds 10 percent of the total budget for each funding source (Title IIIB, C1, C2, D, E, and Title VIIA and B).**
    - b. The Contractor shall maintain a written record of all budget changes and clearly document service category changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.**

**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

**F. Allocation Transfers**

1. Requests to transfer federal or State funds shall be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
  - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
  - b. Transfer of State funds is allowable between III C-1 General Fund and III C-2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified contract period.

**G. Matching Requirements**

1. The required minimum administration matching contributions for Title III B, III C, & III E combined is 25 percent.
2. The required minimum program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required minimum program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.

**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

8. Of the total minimum match required for Title III at least 25 percent must be from local public agencies (e.g. city and county governments, school districts, special districts, and water districts).
9. Expend not more than 10 percent of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than 18 years of age in accordance with OAA Section 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to 20 percent of the total Title III E federal and matching non-federal share.

**H. Program Development or Coordination**

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, III C, & III E funds allocated for area plan administration costs. During the contract period, Program Development or Coordination activities and area plan administration activities can occur simultaneously. (See Article IV.C. for reconciliation during the closeout period).

**I. Indirect Costs**

1. The maximum reimbursement amount allowable for indirect costs is 8 percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the 8 percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

Contractor agrees to include the above requirement in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

2. 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.

**ARTICLE III. PAYMENTS**

**A. Title III B, III C, III D, III E, VII Ombudsman and VII Elder Abuse Prevention**

The Contractor shall submit a monthly expenditure report and a request for funds to the online California Aging Reporting System (CARS) Fiscal Module by the 30<sup>th</sup> of each month as follows, or unless otherwise specified by the Department.

**ARTICLE III. PAYMENTS (Continued)**

**Monthly Fiscal Reporting Due Dates**

<b>RFF Month</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>
<b>RFF Date Due</b>	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30
<b>Expenditure Report Month</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>
<b>Expenditure Report Due Date</b>	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30

- B. Ombudsman Citation Penalties Account and Skilled Nursing Facility Quality and Accountability Funds.**

The Contractor shall submit a monthly expenditure report and a request for funds by the 30<sup>th</sup> of each month unless otherwise specified by the Department.

- C. During the contract period, the Department shall advance funds based on an analysis of current cash needs.**
- D. Upon execution of this agreement, the Department will make quarterly advances of Nutrition Services Incentive Program (NSIP) funding to the Contractor during the first month of each quarter.**
- E. The Department may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as the Department determines that the financial management standards are met.**

**ARTICLE IV. CLOSEOUT**

- A. The Area Plan Financial Closeout Report (CDA 180), and Report of Property Purchased with Agreement Funds (CDA 32) shall be submitted annually to the CDA Fiscal Team. All reports are due within 60 calendar days after the end of the fiscal year, unless otherwise specified by the Department. If a contract is terminated prior to the end of the contract period, all reports are due within 30 calendar days following the termination date of the contract.**

**ARTICLE IV. CLOSEOUT (Continued)**

- B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.**
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.**

**Exhibit B - Budget Detail, Payment Provisions, and Closeout**

**AREA PLAN  
 Budget Display  
 Fiscal Year 2012/13  
 County of Inyo**

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
<b>Supportive Services</b>							
Federal Title IIIB	107,406	-	107,406	-	-	107,406	-
Total Supportive Services	107,406	-	107,406	-	-	107,406	-
<b>Ombudsman</b>							
Federal Title IIIB	15,260	-	15,260	-	-	15,260	-
Federal Title VIIa	19,513	-	19,513	-	-	19,513	-
Special Deposit (SDF)	1,241	-	1,241	-	-	1,241	-
SNF Quality & Accountability	16,997	-	16,997	-	-	16,997	-
Total Ombudsman	53,011	-	53,011	-	-	53,011	-
<b>Congregate Nutrition</b>							
Federal Title IIIC1	141,451	-	141,451	-	-	141,451	-
General Fund C1	58,448	-	58,448	-	-	58,448	-
NSIP C1	15,976	-	15,976	-	-	15,976	-
Total Congregate Nutrition	215,875	-	215,875	-	-	215,875	-
<b>Home-Delivered Meals</b>							
Federal Title IIIC2	70,479	-	70,479	-	-	70,479	-
General Fund C2	190,286	-	190,286	-	-	190,286	-
NSIP C2	32,415	-	32,415	-	-	32,415	-
Total Home Delivered Meals	293,180	-	293,180	-	-	293,180	-
<b>Disease Prevention</b>							
Federal Title IIID	2,582	-	2,582	-	-	2,582	-
Total Disease Prevention	2,582	-	2,582	-	-	2,582	-
<b>Family Caregiver</b>							
Federal Title IIIE	17,007	-	17,007	-	-	17,007	-
Total Title IIIE	17,007	-	17,007	-	-	17,007	-
<b>Elder Abuse</b>							
Federal Title VIIb	637	-	637	-	-	637	-
Total Elder Abuse	637	-	637	-	-	637	-
<b>Administration</b>							
Federal Title IIIB	19,197	-	19,197	-	-	19,197	-
Federal Title IIIC1	22,636	-	22,636	-	-	22,636	-
Federal Title IIIC2	11,278	-	11,278	-	-	11,278	-
Federal Title IIIE	7,932	-	7,932	-	-	7,932	-
General Fund C1	108	-	108	-	-	108	-
General Fund C2	29	-	29	-	-	29	-
Total Administration	61,180	-	61,180	-	-	61,180	-
<b>Grand Total - All Funds</b>	<b>750,878</b>	<b>-</b>	<b>750,878</b>	<b>-</b>	<b>-</b>	<b>750,878</b>	<b>-</b>

**Exhibit B - Budget Detail, Payment Provisions, and Closeout**

**AREA PLAN  
 Budget Display  
 Fiscal Year 2012/13  
 County of Inyo**

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
<b>Funding Summary</b>							
Federal Funds	483,769	-	483,769	-	-	483,769	-
General Fund	248,871	-	248,871	-	-	248,871	-
SNF Quality & Accountability	16,997	-	16,997	-	-	16,997	-
Special Deposit	1,241	-	1,241	-	-	1,241	-
	750,878	-	750,878	-	-	750,878	-

**Comments:**

The maximum amount of Title III/VII Baseline expenditures allowable for the first quarter is: 108,845

The maximum amount of Title III E expenditures allowable for supplemental services is: 6,650

The maximum amount of Title III E expenditures allowable for Grandparents is: 3,325

The minimum General Fund to be expended for State Match in Title III is: 18,936

CFDA NUMBER	Title	Year	Award Number	Award Name
93.041	Title VII: Elder Abuse Prevention	2012 2013	12AACAT7SP 13AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	Title VII: Ombudsman	2012 2013	12AACAT7SP 13AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.043	IIID: Preventive Health	2012 2013	12AACAT3SP 13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	IIIB: Supportive Services	2012 2013	12AACAT3SP 13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	IIIC1: Congregate Meals	2012 2013	12AACAT3SP 13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	IIIC2: Home-Delivered Meals	2012 2013	12AACAT3SP 13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	IIIE: NFCSP	2012 2013	12AACAT3SP 13AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	Nutrition Services Incentive Program	2012 2013	12AACANSIP 13AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program

**Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13**

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

**A. Definitions**

1. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
3. "Contractor" means the Area Agency on Aging awarded funds under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
4. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
5. "Reimbursable item" also means "allowable cost" and "compensable item."
6. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

**B. Resolution of Language Conflicts**

The terms and conditions of this federal Award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Older American Act Amendments of 2006 (OAA as amended)
2. Other applicable Federal statutes and their implementing regulations
3. Older Californians Act
4. Title 22 CCR § 7000 et. seq.
5. Standard Agreement (Std. 213), all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference
7. Program memos and other guidance issued by the Department

**ARTICLE II. ASSURANCES**

**A. Law, Policy and Procedure, Licenses, and Certificates**



**ARTICLE II. ASSURANCES (Continued)**

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

**B. Subcontracts**

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

**C. Nondiscrimination**

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

**1. Equal Access to Federally Funded Benefits, Programs and Activities**

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC. Section 2000d; 45 CFR Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin

**2. Equal Access to State-Funded Benefits, Programs and Activities**

The Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability (22 CCR 98323) (Chapter 182, Stats. 2006)

**3. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. Sections 12101 et seq.).**

**Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13**

**ARTICLE II. ASSURANCES (Continued)**

4. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement

**D. Standards of Work**

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

**E. Conflict of Interest**

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

**F. Covenant Against Contingent Fees**

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the State shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**G. Payroll Taxes and Deductions**

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old

**Special Terms and Conditions - Exhibit D  
AREA PLAN - FY 2012-13**

**ARTICLE II. ASSURANCES (Continued)**

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

**H. Facility Construction or Repair (This section only applies to Title III.)**

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
  - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3)
  - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5)
  - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8)
  - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60)
2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and non-construction activities, the Contractor or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and non-construction.

**I. Contracts in Excess of \$100,000**

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857)
2. Clean Water Act, as amended (33 USC 1368)
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

**Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13**

**ARTICLE II. ASSURANCES (Continued)**

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738)
5. Public Contract Code Section 10295.3

**J. Debarment, Suspension, and Other Responsibility Matters**

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors: (45 CFR 92.35)
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification
  - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default
2. The Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or subcontractor.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

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**ARTICLE II. ASSURANCES (Continued)**

**K. Agreement Authorization**

1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.
2. These documents must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

**L. Contractor's Staff**

1. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

**M. Corporate Status**

1. The Contractor shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

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**ARTICLE II. ASSURANCES (Continued)**

**N. Lobbying Certification**

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instruction.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352
6. 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

**ARTICLE III. AGREEMENT**

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

**Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13**

**ARTICLE IV. COMMENCEMENT OF WORK**

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

**ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS**

- A. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and/or vendor agreements, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- B. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of the Department.
- F. The Contractor shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.
- G. The Contractor shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Agreement.

**Special Terms and Conditions - Exhibit D**  
**AREA PLAN – FY 2012-13**

**ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS (Continued)**

- H. The Contractor shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.
- I. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval (per CCR, Title 22, Division 1.8, Section 7362):
  - 1. The RFP or IFB
  - 2. All bid proposals received
  - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Contractor shall follow the Procurement requirements in the applicable OMB guidance and record the vendor expenditures on Page 1 of the closeout under consultant or equipment costs if the Contractor purchased services or property respectively.

**ARTICLE VI. RECORDS**

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding,



**ARTICLE VI. RECORDS**

patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the Department deems necessary.

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

**ARTICLE VII. PROPERTY**

- A. Unless otherwise provided for in this Article, property refers to all assets, , used in operation of this Agreement.
  - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc .
  - 2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.

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**ARTICLE VII. PROPERTY (Continued)**

- B. Property meeting all of the following criteria are subject to the reporting requirements:
1. Has a normal useful life of at least 1 year
  2. Has a unit acquisition cost of at least \$500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)
  3. Is used to conduct business under this Agreement
- C Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).
- Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with CDA funds, and submit to the Department annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the electronic version of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department.

The Contractor shall record the following information when property is acquired:

1. Date acquired
2. Property description (include model number)
3. CDA tag number or other tag identifying it as CDA property
4. Serial number (if applicable)

**ARTICLE VII. PROPERTY (Continued)**

5. Cost or other basis of valuation
6. Fund source

**Disposal of Property**

1. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Department for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall e-mail to the Department the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
  2. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.
- G. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the Department regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution the State will issue specific written disposition instructions to the Contractor.

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**ARTICLE VII. PROPERTY (Continued)**

- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
  - 1. Another Department program providing the same or similar service
  - 2. Another Department-funded program
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

**ARTICLE VIII. ACCESS**

The Contractor shall provide access to the federal or State agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, records, and electronic files of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

**ARTICLE IX. MONITORING AND EVALUATION**

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.

**ARTICLE IX. MONITORING AND EVALUATION (Continued)**

- C. The Contractor shall monitor contracts, subcontracts or grant agreements to ensure compliance with laws, regulations, and the provisions of contracts or grant agreements that may have a direct or material effect on each of its major programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department.

**ARTICLE X. AUDITS**

- A. The Contractors that expend \$500,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the:

California Department of Aging  
Attention: Audit Branch  
1300 National Drive, Suite 200  
Sacramento, California 95834

The copy shall be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that State-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Aging.

- B. This section B applies only to Title III/VII.

The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall identify

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**ARTICLE X. AUDITS (Continued)**

the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration on Aging.

93.041	Special Programs for the Aging-Title VII, Chapter 3- Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-B)
93.042	Special Programs for the Aging-Title VII, Chapter 2- Long Term Care Ombudsman services for Older Individuals (Title VII-A)
93.043	Special Programs for the Aging-Title III, Part D- Disease Prevention and Health Promotion Services (Title III-D)
93.044	Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III-B)
93.045	Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III-C)
93.052	National Family Caregiver Support-Title III, Part E
93.053	Nutrition Services Incentive Program (NSIP)

Cluster of programs means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA), and other clusters. "Other Clusters" are as defined by the OMB in the Compliance Supplement or as designated by a State for federal awards provided to its subrecipients that meet the definition of cluster of programs. When designating an "other cluster," a State shall identify the federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with §.400 (d) (1) and §.400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in §.520, and, with the exception of R&D as described in §.200(c), whether a program-specific audit may be elected. (Federal Office of Management and Budget, (OMB) Circular, A-133, Audits of States, Local Governments, and Non-Profit Organizations).

- C. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and made available for Department review.

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

**ARTICLE X. AUDITS (Continued)**

Contract resolution includes:

1. Ensuring that a subcontractor expending \$500,000 or more in Federal Awards during the subcontractor's fiscal year has met the audit requirements of OMB Circular A-133 as summarized in D
2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action
3. Reconciling expenditures reported to the Department to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the Department must be accomplished through the performance of alternative procedures (e.g., expense verification reviews/fiscal monitoring assessments)
4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements (45 CFR, Subpart C, Part 92.20 and 45 CFR, Part 74.21) which state in part that financial reporting must be accurate, current, and complete; and, accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents
5. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records

D. The Contractor shall ensure that the subcontractor single audit reports meet OMB Circular A-133 requirements:

1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.
2. Properly procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.
3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.

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**ARTICLE X. AUDITS (Continued)**

4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs.
  5. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement.
- E. Requirements identified in D of this Article shall be included in contracts/agreements with the subcontractor. Further, the subcontractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Department shall have access to all audit reports and supporting work papers, and the Department has the option to perform additional work, as needed.
- F. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- G. Unless prohibited by law, the cost of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principle circulars.
- H. The Contractor may not charge to Federal Awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. The Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has Federal Awards expended of less than \$500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection \_\_200(d). However, this does not prohibit the Contractor from charging Federal Awards for the cost of conducting a limited-scope audit to monitor its subcontractor to address compliance requirements provided the subcontractor is not required to obtain a single audit. These costs must be charged as an Administrative expense of the Contractor.
- I. The Contractor shall cooperate with and participate in any further audits which may be required by the State.



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**ARTICLE XI. INSURANCE**

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the Department in cases of higher than usual risks
  2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement
  3. If applicable, or unless otherwise amended by future regulation, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - \$750,000 if seating capacity is under 8
    - \$1,500,000 if seating capacity is 8 – 15
    - \$5,000,000 if seating capacity is over 15
  4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
  2. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.

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**ARTICLE XI. INSURANCE (Continued)**

3. The Department shall be named as the certificate holder and the address must be listed on the certificate.
  
- D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Department, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement.
  
- E. The Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
  
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
  
- G. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).
  
- H. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

**ARTICLE XII. TERMINATION**

**A. Termination Without Cause**

The Department may terminate performance of work under this Agreement, in whole or in part, without cause, if the Department determines that a termination is in the State's best interest. The Department may terminate the Agreement upon 90 days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of

**ARTICLE XII. TERMINATION**

the notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the notice. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

**B. Termination for Cause**

The Department may terminate, in whole or in part, for cause the performance of work under this Agreement. The Department may terminate the Agreement upon 30 days written notice to the Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to threat to life, health or safety of the public and in that case the termination shall take effect immediately. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. The grounds for termination for cause shall include but are not limited to the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately
2. A violation of the law or failure to comply with any condition of this Agreement
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement
4. Failure to comply with reporting requirements
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income

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**AREA PLAN – FY 2012-13**

**ARTICLE XII. TERMINATION (Continued)**

9. The commission of an act of bankruptcy
10. Finding of debarment or suspension
11. The Contractor's organizational structure has materially changed
12. The Department determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions

**C. Contractor's Obligation After Notice of Termination**

After receipt of a Notice of Termination, and except as directed by the Department, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination
2. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract
3. Terminate all subcontracts to the extent they relate to the work terminated
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause)

**D. Effective Date**

Termination of this Agreement, shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is 30 days and Termination without Cause is 90 days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the Department, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Department and the procedure for doing so.

**ARTICLE XII. TERMINATION**

**E. Voluntary Termination of Area Plan Agreement**

Pursuant to Title 22, Section 7210 the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the Department or upon 30 days written notice to the Department.

In case of voluntary termination, the Contractor shall allow the Department up to 180 days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

F. In the event of a termination, the Department will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

**ARTICLE XIII. REMEDIES**

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Department as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

**ARTICLE XIV. DISSOLUTION OF ENTITY**

The Contractor shall notify the Department immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

**ARTICLE XV. REVISIONS OR MODIFICATIONS**

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

**ARTICLE XVI. NOTICES**

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.

**Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13**

**ARTICLE XVI. NOTICES (Continued)**

- B. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department on the Contractor's letterhead.
- C. All other notices with the exception of those identified in Article VII. B shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

**ARTICLE XVII. DEPARTMENT CONTACT**

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

**ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY**

**A. Information Assets**

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section 5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the State programs and services
- Information stored in any media form, paper or electronic

**ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)**

**B. Encryption on Portable Computing Devices**

The Contractor is required to encrypt (or use an equally effective measure), any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, and portable hard drives).

**C. Disclosure**

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractor are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

**ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)**

**D. Training/Education**

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. The Contractor's employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
3. All employees and volunteers who handle personal, sensitive, or confidential information relating to CDA's programs must participate in Security Awareness Training.

**E. Health Insurance Portability and Accountability Act (HIPAA)**

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

**F. Contractor Confidentiality Statement**

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.



**ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)**

**G. Security Incident Reporting**

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

**H. Notification of Security Breach to Data Subjects**

1. Notice must be given by the contractor or subcontractor to any data subject whose personal information could have been breached.
2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.
3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

**I. Software Maintenance**

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

**J. Electronic Backups**

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business.

**K. Provisions of this Article**

The provisions contained in this Article shall be included in all contracts of both the contractor and its subcontractors.

**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA**

**A. Copyrights**

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
2. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within 60 days of receipt of the request.
3. If the material is copyrighted with the consent of the Department, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**B. Rights in Data**

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the Department. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 30 days after the written request is received by the Department. The Department may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the

**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)**

exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to the provisions of Article XIX and Article XX of this Exhibit, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred by Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with the California Department of Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

- A. General Assurances. The Contractor shall assure that the following conditions are met:
1. Services are provided only to the defined Eligible Service Population.
  2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR Part 74, "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR Part 92.36, procurement for State and local governments, as applicable.
  3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 92.36, "Procurement Standards."
  4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
    - a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed \$30,000
    - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000
    - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
  5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least 20 years after completion of that construction.
  6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. CDA funds will be made available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The Contractor and/or subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA Title III, Part E, Section 373(d)
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA Title III, Part E, Section 373(b); and distinguished between "caregiver" and "grandparent" support services, as required for National Aging Programs Information Systems (NAPIS).
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "grandparent caregiver" [OAA Title III, Part E, Sections 373(a) and (b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E), Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

Services Regional Centers, Department of Mental Health Caregiver Resource Centers and other Title III funded providers.

15. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
  - a. Any Contractor for any Title III or Title VII services shall not use means tests
  - b. Any Title III or Title VII client that does not contribute toward the cost of the services received shall not be denied services
  - c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive
  - d. Each service provider will:
    - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service
    - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
    - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution
    - (iv) Establish appropriate procedures to safeguard and account for all contributions
16. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the CDA.
17. The Contractor shall comply with the OAA Section 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and state emergency response agencies, relief organizations, local and state governments, and any other institutions that have responsibility for disaster relief service delivery.
18. The Contractor, at a minimum, shall identify and make contact with their local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

19. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the GDA Disaster Coordinator.
20. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, Division 1.8, Chapter 4, Article 2, Section 7547, the training shall consist of:
  - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises
  - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance
  - c. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities
21. The Contractor shall not require proof of age or citizenship as a condition of receiving services.
22. The Contractor shall develop a policy and procedure to ensure that SNP meals are only received by eligible individuals.
23. The Contractor shall annually assess the Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA §339(2)(J)] [OAA §207(a)(3)]

B. Assurances Specific to the Ombudsman Program:

The Contractor shall assure the following:

1. Representatives of the Local Ombudsman Program and members of their immediate family shall be free of actual and perceived conflicts of interest and not stand to gain financially through the following:
  - a. Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility [OAA Section 712(f)]
  - b. An action or potential action brought on behalf of individuals the Program serves [OAA Section 712(a)(5)(C)(ii)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

2. Representatives of the Local Ombudsman Program shall have access to long-term care facility residents and their medical and social records, with documentation of consent in accordance to section (3)(a), between the hours of 7:00 a.m. and 10:00 p.m. seven days a week. [OAA 712(b)(1); W&I 9722 and 9724; CCR 8020(a)] Authorization is required by the State Ombudsman for entry outside of these hours and for access to resident records when a legal guardian refuses to give permission and there is reason to believe the guardian is not acting in the best interests of the resident. [OAA 712(b)(1)(B)(ii); W&I 9724(c and d); CCR 8020(a)]
3. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA 712(h)(5)(B)]
4. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized pursuant to OAA 705(a)(6)(C); OAA 712(d)(2) and W&I 9725.
5. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or in a suit or other legal action threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA 712(h)(7); W&I 9717(c); Statewide Standards for Legal Assistance in California].
6. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program.
7. The Local Ombudsman Program Coordinator shall provide the Office of the State Long-Term Care Ombudsman (OSLTCO) with an organizational chart that includes:



ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

- a. all local staff who are wholly or partly funded by Ombudsman Program resources
- b. their titles/roles within the Program
- c. the number of hours per week charged to the Local Ombudsman Program for each position

The Coordinator shall inform the OSLTCO of any staffing changes.

8. The Local Ombudsman Program Coordinator shall inform the OSLTCO of issues with local Ombudsman representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues.

9. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records.  
[OAA 705(a)(6)(C), W&I 9725, W&I 25633(b)(2)(B)]

10. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from the CDA.  
[OAA 712(C); W&I 9716].

C. Assurances Specific to Legal Services Providers (LSPs) in accordance with OAA 731. The Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance

2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate

3. Where both legal and ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

4. LSPs may assist the state in providing legal representation to the ombudsman program when an ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the ombudsman
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, LTC ombudsman, HICAP, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points
7. LSPs are to coordinate legal assistance activities with the statewide Hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis
8. LSPs are to use the Uniform Reporting System developed by the CDA in December 2007 to collect data on legal services provided
9. Waiver of this section of the contract may be obtained from the CDA pursuant to Exhibit D, Article XV., of this Agreement entitled, Revisions, Waivers, or Modifications

**ARTICLE II. REPORTING PROVISIONS**

- A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII B in accordance with CDA requirements [W&I Code 9102 (a)(5)].
  - B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.
1. Quarterly, the Contractor shall submit data reports for Older Americans Act funded programs as follows:

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1- December 31	January 31
Quarter 3	January 1- March 31	April 30
Quarter 4	April 1 – June 30	July 31

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, 10 calendar days prior to the report due date, the Contractor shall submit to the Data Team ([DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov)) a written explanation including the reasons for the delay and the estimated date of submission.
4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within 10 calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within 10 days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D Title III E, and Title VII B services.

The Contractor shall submit program data reports electronically as follows:

1. Upload the National Aging Program Information System (NAPIS) State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services (Title III B) Report (CDA 1022) via email to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
3. Submit performance data reports quarterly.
4. Submit NAPIS SPR reports annually.

D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report and Annual Performance Data Verification of State Form, in accordance with CDA requirements.

1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.

ARTICLE II. REPORTING PROVISIONS (Continued)

- a. The Contractor shall correct all logic errors identified in the Annual Data Error Report.
  - b. The Contractor shall correct and/or explain all questionable errors identified in the Annual Data Error Report.
  - c. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via e-mail to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
  - d. The Annual Data Error Reports are due to CDA by a date specified by the Department which can vary from year to year.
2. The Contractor shall verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy in accordance with CDA requirements.
- a. The Contractor shall review all NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections.
  - b. As a result of the verification process, the Contractor shall complete the Annual Performance Data Verification form indicating corrections submitted. The AAA Director shall review and approve all corrections.
  - c. The AAA Director shall complete and initial the Annual Performance Data Verification form.
  - d. The Contractor shall return the completed Annual Performance Verification form to CDA via e-mail to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov) (electronic signatures accepted).

E. Reporting Provisions Specific to the Ombudsman Program

The Contractor shall take the following actions, or shall require its subcontractor, the Local Ombudsman Program, to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing the OmbudsManager or other software provided by CDA as required. NORS data entry must be timely, complete, accurate, and verifiable.

1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter, i.e., October 31, January 31, April 30, and July 31, with copies of the aggregate data sent to the corresponding AAA.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly OmbudsManager Reporting Form, (OSLTCO S301) indicating that data for the quarter has been completed or the reason for any delay, to the Ombudsman Program mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) with a copy to the AAA.
- F. The Contractor shall have written reporting procedures specific to each program which include:
1. Collection and reporting of program data for the Contractor and subcontractor
  2. Ensuring accuracy of all data from the Contractor and subcontractor
  3. Verification of Contractor and subcontractor data prior to submission to the CDA Data Team
  4. Procedures for the Contractor and subcontractor on correcting data errors
  5. A methodology for calculating and reporting:
    - a) total estimated unduplicated clients in each non-registered service
    - b) total estimated unduplicated clients in all non-registered services
    - c) total estimated unduplicated clients across all registered and non-registered services; and
  6. Performance data monitoring process
- G. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.
- H. Reporting Provisions Specific to Title VII B: Elder Abuse Prevention
1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037), as specified on the form, to the State Ombudsman mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) on the following reporting due dates:

**ARTICLE II. REPORTING PROVISIONS (Continued)**

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1- December 31	January 31
Quarter 3	January 1- March 31	April 30
Quarter 4	April 1 – June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of "Elder Abuse Prevention, Education and Training Sessions" and "Elder Abuse Prevention Educational Materials" into CARS on a quarterly basis.
3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

**ARTICLE III. APPEAL PROCESS**

- A. The Contractor may appeal an adverse determination as defined in Title 22 CCR, Section 7702 using the appeal process established by the CDA in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within 30 days of CDA's notice of adverse determination.
- B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and VII programs using the appeal process established in Title 22 CCR, Sections 7700 through 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W & I Code Section 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

**ARTICLE IV. TRANSITION PLAN**

- A. The Contractor shall submit a transition plan to the State within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
  1. Description of how clients will be notified about the change in their service provider

**ARTICLE IV. TRANSITION PLAN (Continued)**

2. A plan to communicate with other organizations that can assist in locating alternative services
  3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals
  4. A plan to evaluate clients in order to assure appropriate placement
  5. A plan to transfer any confidential medical and client records to a new contractor
  6. A plan to dispose of confidential records in accordance with applicable laws and regulations
  7. A plan for adequate staff to provide continued care through the term of the contract [Title 22, Section 7206(e)(4)]
  8. A full inventory and plan to dispose or, transfer, or return to the State all equipment purchased during the entire operation of the contract
  9. Additional information as necessary to effect a safe transition of clients to other community service providers
- B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Article XII of Exhibit D of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

**ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM**

**A. Transition of Local Ombudsman Services**

1. The Contractor shall, upon notice of termination of Ombudsman services, do the following:
  - a. If Ombudsman services are subcontracted, notify CDA in writing within three working days of a subcontractor's intent to terminate its contract to provide Ombudsman services





**ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)**

- a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a Local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program
  - b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to a Request for Proposals requiring the utilization of experienced State Certified Ombudsman Representatives, and designated by the State Ombudsman to carry out Ombudsman duties with respect to the planning or service area
3. The Transition Plan shall at a minimum include the following:
- a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program
  - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services
  - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program of a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training
  - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients records at the point of transfer to ensure timely continuation of Ombudsman services
  - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider
- C. The Contractor shall implement the transition plan as approved by the OSLTCO. The OSLTCO will monitor the Contractor's progress in carrying out all elements of the Transition Plan.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN  
PROGRAM (Continued)

- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the OSLTCO to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating subcontractor or from a neighboring Local Ombudsman Program.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

<b>MEETING DATE</b>	September 18, 2012	<b>DEPARTMENT</b>	Information Technology
<b>ADDITIONAL DEPARTMENTS</b>	County Counsel		
<b>TIME REQUIRED</b>	1 hour	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Nate Greenberg; John Vallejo
<b>SUBJECT</b>	Digital 395 Project and Technology Prioritization and Incentivization		

### AGENDA DESCRIPTION:

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

Update the Board of Supervisors on Digital 395 Last Mile Provider Plan concepts as they relate to the prioritization of technology, projects (by community), and an incentive based approach to accomplish desired outcomes.

### RECOMMENDED ACTION:

1) Receive information on Digital 395 Last Mile Provider Plan. 2) Authorize Nate Greenberg to draft and sign letters of support for grant applicants. 3) Provide direction on DIVCA Franchise Tax fee structure.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Nate Greenberg

**PHONE/EMAIL:** (760) 924-1819 / ngreenberg@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

---

## ATTACHMENTS:

Click to download

 [Digital 395 update](#)

 [Digital 395 presentation](#)

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### History

Time	Who	Approval
8/17/2012 5:24 PM	County Administrative Office	Yes
9/10/2012 5:24 PM	County Counsel	Yes
8/21/2012 3:29 PM	Finance	Yes



**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

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P.O. Box 7657 - MAMMOTH LAKES, CALIFORNIA 93546  
(760) 924-1819 • FAX (760) 924-1801 • [ngreenberg@mono.ca.gov](mailto:ngreenberg@mono.ca.gov)

*Clay Neely*  
*Information Technology Director*

*Nate Greenberg*  
*GIS Coordinator*

To: Honorable Board of Supervisors

From: Nate Greenberg, GIS Coordinator & Digital 395 Project Manager

Date: September 10, 2012

**Subject**

Digital 395 – Last Mile Provider Plan

**Recommendation**

Provide Board with information on Digital 395 Last Mile Provider Plan;  
Receive authorization for Nate Greenberg to draft and sign letters of support for grant applicants;  
Receive direction from Board on DIVCA Franchise Tax fee structure.

**Discussion**

Since the last Digital 395 workshop, County staff has focused on gathering specific and detailed information about broadband deployment and implementation techniques, technologies and their application, and how these items uniquely relate to individual communities.

There are a range of issues and constraints with respect to broadband deployment, and Digital 395 provides the greatest opportunity to resolve many of these. Currently, broadband is deployed through a combination of wireline (via Direct Subscriber Lines (DSL) and cable modem), wireless (fixed and roaming), and satellite. Each of these technologies has its own set of advantages and disadvantages, however, are all limited by the lack, and cost of bandwidth in the existing backhaul.

Once the Digital 395 backbone is complete, the door is open to deliver higher speeds to consumers through existing and future infrastructure. While this will provide a significant improvement over the current conditions, establishing a set of policies and standards for the method(s) of broadband deployment in discrete Mono County communities will help to ensure that broadband development is done efficiently, effectively, and in accordance with our community values.

The purpose of this workshop is as follows:

1. Discuss why County involvement is important in the planning of the Last Mile;
2. Review the technology and distribution options relative to broadband distribution, based on priority, impacts, costs, and benefits;

3. Discuss some of the Last Mile implementation scenarios;
4. Discuss some of the issues, opportunities, and constraints surrounding overhead vs. underground of wirelines;
5. Seek Board approval for staff to author and sign letters of support for providers looking to receive California Advanced Services Fund (CASF) grant funds; and
6. Discuss the purpose and value of establishing a business framework for providers, and how license fees such as those captured under DIVCA could be used for positive future outcomes.

**Fiscal Impact**

None

# Last Mile Provider Plan

**Digital 395**

**Workshop #2**



September 18, 2012



## WORKSHOP GOALS

1. Gain Board approval for Digital 395 Project Manager to draft and sign letters of support for projects requesting CASF grant monies
2. Receive direction on structure of DIVCA Franchise Tax
3. Receive any additional direction for communication planning effort and process





# WORKSHOP OVERVIEW

- Value of County oversight relative to broadband
- Overview of broadband technology & distribution
- Overview of Last Mile implementation scenarios
- General discussion of overhead/underground
- Letters of Support for CASF project
- Provide DIVCA Franchise Tax concepts



# ROADMAP

- **Short-term timeline:**
  - Drafting white papers, policy development & public outreach, workshops & ordinance presentations, etc.
- **Hard deadlines:**
  - **October 1, 2012** : CASF deadline for Unserved area projects
  - **February 1, 2012** : CASF deadline for Underserved/Hybrid areas
- **Tentative Policy development areas:**
  - Prioritization, distribution, process (to support CASF deadlines)
  - DIVCA, licensing, permitting, leases, rents, procedures, etc.
  - WISP, cellular, site pre-authorization, etc.



# VALUE OF OVERSIGHT/COORDINATION

- **Currently:**

- Mixed set of standards, policies, directives which do not always clearly apply to broadband/telcom
- Lack of overall goal/priorities for telecom service in Mono County
- Various levels of regulation, with some gaps and overlap
- Lack of funding to assist with implementation needs
- Uncertainty as to what will be built where, by who, & when

- **Need:**

- Common Operating Picture for development, implementation, and management of broadband
- Consistent set of standards that can be applied to broadband
- Agreed upon set of long-term goals with short-term process to achieve them



# ENGAGING LAST MILE PROVIDERS

- County gains understanding of infrastructure development (*who, what, & where*)
- County achieves greater control over projects
- Assists Providers with valuable information
  - County policies related to key development topics (overhead/underground, encroachments, etc.)
  - County's intention with respect to future taxes, rental agreements, customer service standards, etc.
  - Process for implementing projects, gaining approvals, etc.
  - County role in supporting service extension, including grant support/facilitation
  - Public/private opportunities



# BASIC TERMINOLOGY

- **Middle Mile**

- **Backbone** : Digital 395 provides high capacity bandwidth to the region through a 432 strand Fiber Optic network

- **Last Mile**

- **Backhaul** : The connection between the Backbone and the local Distribution network
- **Distribution** : The local network that is used to get broadband to local customers that are not connected as anchors via Digital 395.

Consists of wireline or wireless distribution ‘lines’, and hardware required to connect the lines to the backhaul.

# DISTRIBUTION TECHNOLOGY OVERVIEW

Preference ↓

## Wireline



**Fiber Optic**  
Verizon Fios, AT&T U-Verse

**PROs:**

- Fastest - up to gbps speed
- High capacity

**CONs:**

- Expensive to build/deploy
- Requires more service @ endpoints



**Copper Coax**  
Cable Modem - DOCSIS

**PROs:**

- Faster - up to 300mbps speed
- Cheap and easy to install/maintain

**CONs:**

- Lesser speed
- 15y ± lifespan



**Twisted Pair (copper)**  
Digital Subscriber Line (DSL)

**PROs:**

- Exists in a lot of places

**CONs:**

- Speed maxes out at 10mbps
- Only Telcoms can generally utilize it

## Wireless



**Fixed Wireless**  
Schat.net

**PROs:**

- Easy and inexpensive to deploy
- Offers moderate speeds (up to 100mbps)

**CONs:**

- Some 'up' speed & latency issues
- Visual impacts of antennae



**Asymmetric Wireless**  
4G, Mesh Networks, etc

**PROs:**

- Totally mobile
- Achievable w/ existing cell network

**CONs:**

- 40mbps max speed - Lower up speed
- Expensive to implement distribution
- Visual impacts of antennae

## Satellite



**Dish, HughesNet, WildBlue**

**PROs:**

- Available in hard to reach places
- Offers TV & Internet

**CONs:**

- Poor speeds & high latency
- Expensive for the customer

Preference →



# TECHNOLOGY & DISTRIBUTION PREFERENCES

## TECHNOLOGY

1. Wireline
  - a) Fiber
  - b) Cable
  - c) DSL
  
2. Wireless
  - a) Fixed
  - b) Asymmetric
  
3. Satellite

## DISTRIBUTION

1. Underground
  - a) Existing Conduit
  - b) New Conduit
  
2. Overhead
  - a) Existing Poles
  - b) Wireless



# TECHNOLOGY & DISTRIBUTION REALITIES

- Wireline offers better and more stable service and is typically preferred
- Wireless is generally cheaper to install, and may ultimately surpass wireline. Requires wireline backhaul, however.
- Many communities have existing overhead wireline distributions (power & broadband)
- Smaller and harder to reach communities will likely end up with wireless solutions





# TYPES OF LAST MILE PROJECTS

## 1. Installation of backhaul and distribution infrastructure (lines + connecting hardware)

- For communities that are not immediately adjacent to D395 backbone (*Twin Lakes, Paradise, etc.*)

## 2. Installation of distribution lines and hardware

- For communities adjacent to D395 but lack cable/broadband distribution network (*Chalfant, Crowley Lake, etc.*)

## 3. Installation of connecting hardware only

- For communities that have distribution network that simply needs connecting to D395 backbone (*Mammoth, Bridgeport, etc.*)



# OVERHEAD vs. UNDERGROUND

- **Overhead** = Use of existing utility poles for new lines
- **Reasons for allowing overhead**
  - Lower cost and faster construction
  - Avoid localized environmental constraints, such as wetlands, cultural resources, etc
  - No affect on visual/scenic quality issues
- **Reasons for requiring underground**
  - Visual/scenic quality issues
  - Infrastructure ‘stability’ – protection from weather and natural disasters



# WIRELINER INSTALLATION CONTINUUM

- In areas with overhead [broadband] distribution lines:
  - Allow expansion of wirelines on existing overhead poles to new connections as needed
- In areas with overhead poles, without distribution lines:
  - Look for opportunities to underground before going overhead, but not require undergrounding
- In areas with no overhead poles, and distribution lines are needed:
  - Require undergrounding of wiring

*Recommend establishing a general policy or method for evaluating projects prior to going through a UP or DR process based on above*



# OVERHEAD vs. UNDERGROUND REALITIES

- Utility undergrounding is expensive and cannot easily be done on a wholesale basis
  - Prioritize communities, or areas within communities
  - Look for funding mechanisms that can be used to underground utilities now and built up for the future
  - Realize that undergrounding of telcom is easier than power and it may not be possible to get everything underground
- Undergrounding of utilities is desirable for visual quality and utility ‘stability’ reasons
  - Develop a criteria for prioritization based on key corridors or areas of high risk or exposure to natural disaster
  - Evaluate projects against this list as they come up



## COUNTY AUTHORITY - OVERHEAD

- General Plan provides general direction to underground new utilities but allows for exceptions
  - Requires Use Permit or Director's Review for any new poles/lines
  - Provides basis for underground vs. overhead
  - Requires variance in Scenic Highway corridor



## LETTERS OF SUPPORT – CASF PROJECTS

- CASF project scoring offers 5 bonus points to providers with letters of support from local government and communities
- Letters need to be addressed to CPUC and reference specific project (cannot be a general letter of support)
- Two options for writing letters
  - a. Offer a letter to any provider with a project that meets minimum criteria
  - b. Select best project when multiple exist in the same geography



# AUTHORIZING STAFF TO DRAFT LETTERS

- Seeking Board direction & authorization for Digital 395 Project Manager to author and sign letters for projects seeking support
  - CASF staff assumed jurisdictions would only write one letter per community/Census Block Group
  - Either option is acceptable



# A BUSINESS FRAMEWORK FOR PROVIDERS

- **Impose a consistent set of standards for service providers**
  - Must possess a valid & current Mono County business license
    - Currently some providers do not have one
  - Broadband providers must be a State Licensee and be current with DIVCA Franchise Taxes
    - Uncertain as to whether those required are doing so
  - Look for opportunities to impose similar set of standards & taxes on providers who are exempt from DIVCA
    - Future implementation of licensing scheme specifically for ISPs?
  - Ensure consistency with Mono County policy/regulations, including those contained in General Plan





# PURPOSE OF TAXING PROVIDERS

- Establishes a revenue source for use in future telcom projects
  - Matching funds for grants
  - Use in purchasing materials or services required for implementation
  - Use in undergrounding of infrastructure
  - Service extensions to community facilities or other priority locations
- Provides an opportunity for County to leverage providers or incentivize projects
  - Sliding scale based on:
    - Tiering of communities
    - Technology/distribution methods & associated priority levels