



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting July 5, 2016

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

and number of persons wishing to address the Board.)

2. APPROVAL OF MINUTES

A. Board Minutes

Approve minutes of the Regular Meeting held on June 7, 2016.

B. Board Minutes

Approve minutes of the Regular Meeting held on June 14, 2016.

3. RECOGNITIONS

A. Resolution of Appreciation for Sandi Rustan

Departments: Clerk of the Board

Proposed resolution of Appreciation for Sandi Rustan.

Recommended Action: Adopt proposed resolution. Provide any desired direction to staff.

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

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

A. 2016 Annual Law Enforcement Operating Plan between Mono County and Inyo National Forest

Departments: Sheriff

This annual agreement between the Mono County Sheriff's Office and the Inyo National Forest supports operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in said activities. This agreement is for the 2016 period of October 1, 2015 through September 30, 2016.

Recommended Action: Approve and authorize the Chair to sign the cooperative law enforcement agreement between the Mono County Sheriff's Office and the USDA Forest Service, Inyo National Forest for the 2016 Controlled Substance Annual Operating and Financial Plan.

Fiscal Impact: The grant reimbursement amount will not exceed \$5,000.00.

B. Department of Health Care Services (DHCS) Mental Health Services Fiscal Year (FY) 2016-17 Performance Contract between DHCS and Mono County Behavioral Health

Departments: Behavioral Health

Proposed contract with California State Department of Healthcare Services pertaining to Fiscal Year (FY) 2016-17 Performance Contract between DHCS and Mono County Behavioral Health.

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

Fiscal Impact: Mono County Behavioral Health must meet the conditions and requirements set forth in this agreement to qualify for Department of Health Care Services funding.

C. Employment of Robert Rooks as Temporary EMS Chief

Departments: EMS

Proposed resolution approving temporary employment contract with Robert Rooks and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R16-____, approving a contract with Robert Rooks as Temporary EMS Chief, 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 for Fiscal Year 2016/17 for this temporary position is \$52,800, without benefits and limited to 960 hours. The allocated salary for a full time employee in this position is between \$96,000 to \$108,000 depending on qualifications and experience. If this position were filled by an at will employee with full benefits the total cost of this position for FY 2016/17 would be between \$173,879. and \$192,142.

D. Kern, Inyo, Mono Counties Workforce MOU

Departments: Social Services

Approval of Memorandum of Understanding with Kern, Inyo and Mono Counties Workforce Development Board for the WIOA Program

Recommended Action: Approve the Memorandum of Understanding (MOU) between and among Kern, Inyo and Mono Counties Workforce Development Board outlining service delivery under the federal Workforce Innovation and Opportunities Act (WIOA), for the period July 1, 2016 through June 30, 2019, and authorize Kathy Peterson, Director of Social Services, to sign the MOU on behalf of the Board of Supervisors. Provide any desired direction to staff.

Fiscal Impact: There is no funding involved in approving this MOU.

E. Highway 108 Truck Restriction

Departments: Community Development

Proposed ordinance recommending prohibition of large trucks on State Route 108.

Recommended Action: Finding that the action is exempt from CEQA, adopt Ordinance ORD16-__, recommending prohibition of trucks exceeding 38 feet kingpin-to-rear axle (KPRA) on State Route (SR) 108 from the Mono/Tuolumne County line, postmile (PM) 0.0, to the winter closure gate at PM 9.8.

Fiscal Impact: No fiscal impact.

F. Housing Mitigation Ordinance Suspension

Departments: Community Development

Ordinance extending suspension of housing mitigation requirements until January 15, 2018.

Recommended Action: Adopt Ordinance ORD 16- __ amending section 15.40.170 of the Mono County Code, to extend the temporary suspension of all housing mitigation requirements.

Fiscal Impact: No impact

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Comments on the April 2016 Draft Conway Ranch Strategic Facility Plan

Departments: Clerk of the Board

Correspondence dated June 17, 2016 from the United States Department of the Interior, regarding Comments on the April 2016 Draft Conway Ranch Strategic Facility Plan.

9. REGULAR AGENDA - MORNING

A. Strategic Plan Update

Departments: CAO/Finance

20 minutes (15 minute presentation; 5 minute discussion)

(Megan Mahaffey) - Mono County Strategic Plan Update

Recommended Action: Accept an update on the Mono County Strategic Plan, including Focus Areas for the 2016-2017 budget cycle and provide direction.

Fiscal Impact: None at this time.

B. Presentation of Election Results

Departments: Elections

15 minutes (5 minute presentation; 10 minute discussion)

(Bob Musil) - Presentation of the results of the June 7, 2016 Presidential Primary Election and the June 7, 2016 Mammoth Lakes Town Council Election.

Recommended Action: No action necessary. Informational presentation only.

Fiscal Impact: None.

C. Workshop for Departments Requesting Organizational Restructure

Departments: CAO, Finance

3 hours

(Leslie Chapman) - Departmental Reorganization Workshop

Recommended Action: Conduct workshop including presentations by each department including discussion of rationale, positioning for the future and how restructuring furthers the principles of the strategic plan. Provide feedback and direction.

Fiscal Impact: None at this time; however, departments have calculated the impacts to their budgets and that amount is included in both the staff report and the attachments.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session-- Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Counsel.

C. Closed Session - Workers Compensation Claim

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9. Name of case: Worker's compensation claim of Barbara Fritsch.

D. Closed Session - Exposure to Litigation

Departments: Clerk of the Board

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

THE REGULAR AGENDA WILL RECONVENE AFTER CLOSED SESSION IF NECESSARY

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on June 7, 2016.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@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:

<p>Click to download</p> <p> Draft minutes 6-7-16</p>

History

Time	Who	Approval
6/25/2016 5:17 AM	County Administrative Office	Yes
6/29/2016 9:39 AM	County Counsel	Yes
6/28/2016 5:34 PM	Finance	Yes



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

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

**Regular Meeting
June 7, 2016**

Flash Drive	#
Minute Orders	M16-112 to M16-121
Resolutions	R16-38 to R16-44
Ordinance	ORD16-04 not used

9:00 AM Meeting Called to Order by Chairman Stump.

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

*Break: 10:47 a.m.
Reconvene: 11:04 a.m.
Break: 12:54 p.m.
Reconvene 1:00 p.m.
Closed Session: 2:00 p.m.
Reconvene: 4:40 p.m.*

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link:
<http://www.monocounty.ca.gov/meetings>

Pledge of Allegiance led by Chairman Stump.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. APPROVAL OF MINUTES

Note

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

A. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on May 3, 2016, as corrected.

Alpers moved; Fesko seconded

Vote: 5 yes; 0 no

M16-112

Supervisor Johnston:

- On pg 8, his comment should read "As our assemblyman, he's allowed taxes on gas to decrease and has failed to address this issue."

B. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on May 10, 2016, as corrected.

Johnston moved; Alpers seconded

Vote: 5 yes; 0 no

M16-113

Supervisor Stump:

- On pg 6, his comment should read "Asked for explanations for triple flip, HOPTR?"

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

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

Supervisor Alpers:

- 5/23 - Spoke at Bob Tanner's Memorial Service held at the Charles Brown Auditorium at the Tri-County Fairgrounds in Bishop. It was a great honor for me in that I met "Coach Bob" when I was 10 years old. The event was well-attended as it served as the lead-off event for Bishop Mule Days of which Bob was the Founder. There were 150-200 people in attendance including Bob's immediate family and friends. Bob's body of work was acknowledged including his high school and college athletic career, his time as a US Naval Commander, teacher and coach, owner of Red's Meadow Pack Station, Mule Days Founder, and his advocacy efforts for the packing industry and eastern Sierra environment.
- 5/27 - Met with State Senator Tom Berryhill and his staff at CJ's Restaurant in Mammoth. Also in attendance was Stacy Corless, John Wentworth, Ingrid Braun and Frank Frievalt. The group touched on a variety of subjects affecting Mono County and the TOM. I requested of the Senator that he initiate, through the Joint Legislative Audit Committee, an audit of the HIFF (Hatchery and Inland Fisheries Fund) to ensure that monies in that fund, as directed by AB 7, be accounted for. Our local State hatcheries are in dire need of funds for long term O&M and vehicles.
- 6/1 - Attended a Long Valley water meeting held at the T/C Conference room in Mammoth Lakes. Attendees included BOS Chairman Fred Stump, LADWP officials, Wendi Sugimura, Ag. Commissioner Nathan Reade, Lee Carranza USFWS, Peter Pumphrey from Audubon, and Steve Nelson BLM. Very productive meeting focusing on interagency communication on a

Note

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- variety of southern Mono issues. Detailed meeting notes are available through Wendy.
- 6/1 - Attended LAFCO with Supervisor Stump. This was the first meeting with new Commissioner Steven Kalish in attendance. The Commission approved the 2016-17 budget. The Commission also reviewed a report on regional healthcare from the Inyo County LAFCO and submitted comments.
 - 6/3 - Attended the State of the County conference held at the MMSA. The event was very informative and professional with loads of information for attendee consumption. Most interesting to me was the skier day information: Mammoth Mtn.-1.2 million, June Mtn.-66,000, Tamarack-17,000, 2 SoCal resorts-754,000. Thank you to Alicia, Jeff and Liz for a superb event. Also, a big thank you to MMSA for the use of the facility.
 - 6/3 - Attended the First 5 Commissioners meeting held at the Office of Education conference room in Mammoth Lakes. This meeting was the first meeting with new Commissioner Berta Jimenez. A variety of items including election of officers, annual report update, contract approvals and budget adoption were considered and actioned. The meeting agenda and packet material are available with the Board Clerk.
 - 6/6 - After years of community discussion and final direction, speed limit signs have been placed in Mono City. Thank you Jeff Walters!

Supervisor Corless:

- CSAC Conference
- Mammoth Lakes Film Festival: Congratulations to Shira Dubrovner and team on a great event.
- 5/27 Lunch and tour with state Sen. Tom Berryhill, thanks to Sheriff Braun, Supervisor Alpers, Councilmember Wentworth for joining the lunch meeting, and special thanks to Mammoth Fire Chief Frank Frievalt for leading a tour of the town and an in-depth discussion of tree mortality and fire issues.
- Dinner with Congressman Paul Cook and staff, Saturday 5/28
- CSAC Housing/Health and Human Services Committee call regarding the “No Place Like Home” proposal currently under consideration; though the state does need to address the growing homelessness problem, the loss of Mental Health Services Act funding would hurt Mono County’s ability to offer vital community programs. CSAC/RCRC and other advocacy organizations are making sure that small county issues are being considered as this plan gets finalized in the next two weeks.
- 6/2 Forest Service tour of the Rough Fire site: many thanks to town manager Dan Holler and Mammoth District Ranger Jon Regelbrugge for arranging for Eastside folks to join the tour. Tour led by Sequoia National Forest and Kings Canyon National Park Fire Managers, included members of “fire MOU” group we will hear more about in the future. The message: our forests are changing, trees are dying on an unprecedented scale, and land managers need to introduce more healthy fire into the landscape in order to avoid massive blazes like the Rough Fire. Tour included first-hand accounts from firefighters on scene in Rough Canyon when the fire started. It was quite evident that the firefighters did all they could without unnecessarily risking lives. They are very aware of air quality and health issues—and argue that the use of prescribed fire would mean lessened smoke impacts. Ended tour with visit to Grant Grove to see baby sequoias popping up through the char at Grant Grove. Asked the westside land managers to stay in touch and work with us in planning and communication as summer presses on and fire threats increase.
- Thanks to Nate Greenberg for covering a town hall event in Mammoth that I missed for Rough Fire Tour.

Supervisor Fesko:

- May 19th – Attended the Bridgeport RPAC. One item of note is that they have adopted a new set of Bylaws.
- May 26th – Attended the Bridgeport Christian Fellowship church’s Officer of the Year awards. Mono County Sheriff Dept. Nino Hernandez, CHP Tyler Cockrell
- June 2nd – Attended the Antelope Valley RPAC. Discussion regarding other County owned FEMA parcels took place with interaction by community. Discussion also started regarding “Trails outside of Communities”. RPAC hops that the Community stays engaged in the process.
- June 3rd – Attended the County’s “State of the County” held up at the Main Lodge. Thank you to

Note

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- Alicia, Jeff and Liz for putting on a great event.
- June 4th – Special thanks to everyone at the Mono County Animal Control department that helps put on the “low cost” vaccinations and licensing clinics. This is such a great way to help people stay current on their pets shots and licensing. Great job everyone!
- June 4th – Attended the 24th Annual Bridgeport Gun Club’s annual dinner. They sold out over 200 dinners and there was standing room only! A really great event!
- June 5th – Thanks to Don Nunn in Public Works for his assistance on a Sunday afternoon in helping me get the Courthouse sprinklers turned off that had been running for over 5 hours straight.
- September is “Childhood Cancer Awareness Month” and I hope that Mono County can participate by recognizing this month with a proclamation.

Supervisor Johnston:

- Attended the morning part of the State of the County last week. Good presentations regarding tourism, especially the efforts of Visit California. Good job by our staff.
- Attended the CALTRANS pedestrian/bicycle plan forum in Bishop. Indicated our success with uphill bicycle climbing lanes. Scott Burns also was in attendance.
- Attended the IMACA meeting in Bishop. Moving forward with various projects, notably efforts to construct additional affordable units in the Bishop area.
- Met with John Wentworth of the Town Council - discussed various issues particularly his efforts with recreation planning and the forthcoming Inyo Forest Plan document. noted the Forest Plan is out for review. The Draft EIS and forest plan are available on the FS website. Alternative B is the preferred alternative. There are several volumes to the document.
- Indicated the Recovery Plan for the Big Horn sheep is meeting requirements for distribution in the 14 Herd Units with 288 adult and yearlings; target is 305 females in the next 5 years.
- Participated in a phone conference of CSAC regarding the "No Place Like Home" proposed legislation that could divert MHSAs funds. Several attendees noted the need for a no net loss for rural counties. Also discussed was the "By Right" bill that would allow inclusionary housing in specific instances, mainly in more urbanized areas.
- Attended the CSAC Legislative Conference ... More about that in the agenda item.
- Also, noted that today is Election Day. Important that everyone vote and to carefully consider the various measures and propositions, and especially the various candidates for national, state and local races. Emphasized the need for electing person of high moral character, trustworthiness, and candidates with the courage to do the right thing for the long term public good. In the last few weeks, have re-engaged in campaigning for selected measures and candidates, especially in the local elections; forgotten how fun it can be engaging citizens in discussing the various issues before us. Voter turnout in Mono County has been comparatively very high and hopefully the electorate will again turn out in high numbers.
- Asking that the an agenda item be placed on an upcoming agenda to discuss the fee charged for a medical marijuana card; had an email from a citizen complaining about the high fee.

Supervisor Stump:

- 5-17 - Attended the Crowley Friends of the Library meeting. Discussed potential new library funding sources.
- 5-23 - Met with the new Tribal Chair of the Utu Utu Gwaitu Paiute Reservation in Benton. They have economic development ideas that are being held up due to lack of electrical service availability from SCE. The same issue is facing some of the area farmers. SCE has said that they will not upgrade their system in the Hammil / Benton area until 2017.
- 5-23 - Inspected drainage issues with the County maintained ditch in Chalfant. Thanks to Brett McCurry, Josh Rhodes and the Benton District road crew for their ongoing work on this.
- 5-24 - Attended the CSA 1 meeting, Peter Chapman gave a skate park project report
- 5-26 - Attended a joint MCOE Library Board / CSA 1 Board meeting to discuss the future of a new library in Crowley
- 5-31 - Met with the President of the Fire Chiefs Association to discuss two issues of concern to the County Fire Chiefs
- 6-1 - Met with DWP to discuss irrigation in Long Valley and sage grouse habitat. US Fish and

Note

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Wildlife, BLM, Audubon were also in attendance. Supervisor Alpers and myself represented the County. There was an agreement to have a multi agency team of biologists inspect the habitat and evaluate its health at the end of June. Thank you to Wendy Sugimura for her efforts to make this meeting happen.

- 6-3 - Gave brief opening comments at the State of the County event
- 6-3 - Met with the Sierra Club, Friends of the Inyo, and the Native Plant Society about the proposed new wilderness in the Glass Mountains.
- 6-6 - Worked with staff on getting bottled drinking water to at risk residents in the community of Paradise. Because of well issues the community is utilizing creek water. Thanks to Louis Molina and Kathy Young for their efforts.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Leslie Chapman:

- 5/20 McFlex Parcel meeting. Plans, uses and MOU finalization
- EMS Management program continued discussion regarding solutions
- 5/25 Met with Inyo, Bishop and Mono leadership to discuss common problems and potential solutions starting with Building Official and inspection services.
- Strategic Planning workshop with department heads to discuss next steps and combining goals with focus areas with budgets.
- 6/1 Worked with Mammoth Lakes Post Office to make sure ballots were delivered without going to the sorting facility.
- Monthly management meeting
- South County building solutions meeting
- Attended Radio Rodeo to bring together various emergency agencies to test radios and make sure they communicate with each other.
- 6/2 Started regular budget team meetings
- 6/3 Attended Animal Control clinic
- 6/6 CDBG Home grant revenue in the amount of \$187,000 came in and plans for reuse will be forthcoming.

6. DEPARTMENT/COMMISSION REPORTS

Sheriff Ingrid Braun:

- Attended community health fair in antelope on 20th. Bike rodeo for the kids.
- May 26th had deputy and officer of the year award ceremony.
- May 29th, attended VFW ceremony in Bishop.
- June 1, CAO Chapman spoke about radio rodeo, twice as much participation as last year. Good to find glitches in a test situation rather than in an emergency.
- Officer Pelichowski and she attended Lee Vining graduation and presented scholarship to Emma Lowery.
- Attended Coleville graduation.
- June 5th, husky fest, golf tournament.
- Dept is down on dispatchers, will be losing a dispatcher to MLPD, another is leaving to pursue personal interests. Just hired one female, four more individuals are in backgrounds. Commends Mike Booher. Also moving forward on hiring deputies.
- Faced with some issues with jail medical services, working toward a solution. Will keep the Board updated.

Alicia Venno:

- Thank you to the Board for attending the State of the County event. Acknowledge Cal Ed, the California Association for local Economic Development. Association of Travel Writers coming

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to county this week, going on a tour of Mono Lake.

Janet Dutcher:

- Her son was sworn into US Army, private second class. On his way to North Carolina.
- She is working to integrate herself into dept and county procedures. Thank you to her staff for their assistance.
- Several key annual activities including budget development and adoption. Getting ready for fiscal audits, training scheduled for next Wednesday.
- Going to revise some reports to create better transparency.
- Attended Economic Development conference. Encouraging to hear increases in tourism, expansion of tourism ski season.

7. **CONSENT AGENDA**

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

A. **Resolution for Road Closure for the Town of Mammoth Lakes 4th of July**

Departments: Public Works - Road

Resolution of the Mono County Board of Supervisors authorizing the temporary closure of county roads for the Town of Mammoth Lakes Fourth of July Fireworks Celebration.

Action: Approve Resolution #R16-38, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of County Roads for the Town of Mammoth Lakes Fourth of July Fireworks Celebration." Provide any desired direction to staff.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

R16-38

B. **FY15/16 RSTP Road Funding Agreement**

Departments: Public Works - Road

Annual funding through the Regional Surface Transportation Program (RSTP) is a major source of revenue for Mono County's road maintenance programs. This exchange agreement allows the State to forward non-federal highway apportionments directly to the Road Fund and the County maintains total control of how the funds are expended.

Action: Approve and authorize Chairman's signature on the FY14/15 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's regional Surface Transportation Program. Provide any desired direction to staff.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M16-114

C. **Treasury Transaction Report**

Note

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Departments: Finance

Treasury Transaction Report for the month ending 4/30/2016

Action: Approve the Treasury Transaction Report for the month ending 4/30/2016

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M16-115

D. Agreement with Mammoth Community Water District re: Sludge Processing at Benton Crossing Landfill

Departments: Solid Waste Division of Public Works

Proposed 2-year extension to Agreement with Mammoth Community Water District pertaining to sludge disposal and tipping fees.

Action: Approve County entry into proposed Second Amendment and authorize Chairman Stump to execute said contract on behalf of the County. Provide any desired direction to staff.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M16-116

E. Solid Waste Parcel Fee Renewal for FY 16/17

Departments: Solid Waste Division of Public Works

Proposed Resolution #R16-39, A Resolution of the Mono County Board of Supervisors extending and re-establishing the Mono County Solid Waste Fee program for fiscal year 2016-2017.

Action: Adopt proposed resolution #R16-39, A Resolution of the Mono County Board of Supervisors extending and re-establishing the Mono County Solid Waste Fee program for fiscal year 2016-2017. Provide any desired direction to staff.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

R16-39

F. Employment Agreement with Jeff Walters as Public Works Director/ Director of Road Operations/ Fleet Services

Departments: CAO/Human Resources

Proposed resolution approving contract with Jeff Walters as Public Works Director/ Director of Roads Operations, and prescribing the compensation, appointment and conditions of said employment.

Action: Approve Resolution #R16-40, approving a contract with Jeff Walters as Public Works Director/ Director of Roads Operations, and prescribing the compensation, appointment and conditions of said employment. Authorize the

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Board Chair to execute said contract on behalf of the County.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

R16-40

G. Mill Canyon Road - Ratify MOUs for Sheep Grazing

Departments: Public Works

Mill Canyon Road – Ratify MOUs for sheep grazing.

Action: Ratify Memoranda of Understanding with two United States Forest Service (USFS) permittees allowing them access through the gate and slide area on Mill Canyon Road in order to perform sheep grazing, which aids in fire prevention.

Provide any desired direction to staff.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M16-117

Supervisor Fesko:

- Publicly thanked staff for this item, as it had been overlooked earlier.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Letter from USDA regarding Early Adopters of 2012 Planning Rule

Departments: Clerk of the Board

Letters dated May 9 and May 23, 2016 from the United States Department of Agriculture regarding the Early Adopters of the 2012 Planning Rule.

Supervisor Corless:

- The comment period for new draft forest plan is out, and wants to confirm that we have a presentation coming up with Forest Service staff.

B. Youth Sports Funding Letter from Mayor Raimondo

Departments: CAO

Letter from Town of Mammoth Lakes Mayor Michael Raimondo advocating for youth sports funding.

Supervisor Corless:

- Wants to make sure this will be a part of the budget process.

C. Letter from Lary Don Smith re: Transient Rental Overlay District

Departments: Clerk of the Board

Note

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Correspondence dated May 24, 2016 from June Lake resident Larry Don Smith in support of Transient Rental Overlay District for his property and potentially others on Leonard Avenue in June Lake.

Supervisor Alpers:

- He has received two additional letters from property owners in June Lake and will be forwarding them to Community Development staff for processing.

9. REGULAR AGENDA - MORNING

A. CSAC Legislative Conference Report

Departments: Board of Supervisors

(Supervisor Johnston and Supervisor Corless) - Report on CSAC Legislative Conference

Action: Report and discussion regarding legislative activity discussed at the May 2016 CSAC Legislative Conference.

Supervisor Johnston:

- Purpose of this is to give information. One issue was Vote By Mail issue, would like Bob to be here to talk about it. Would like percentages of VBM after election. Would change code section that would allow places with more than 1000 registered voters to become all VBM. Our Board is in support of this, this would give us the option to become all VBM.
- Tree mortality, an ongoing issue. A video was presented at the meeting, tremendous problem on west side.
- Main issue was transportation. The state legislature is destroying infrastructure because of their inaction. We still need to keep pressure on the State, as we are desperate for road maintenance funds for new projects. Challenge to get lawmakers together to solve this problem.
- Has handouts from CSAC conference; will give to the appropriate departments.
- He has been critical of Bigelow and the attitude toward transportation funding.

Supervisor Corless:

- Thanks for the format of the agenda item for this report.
- Met with Senator Berryhill and Assemblymember Bigelow, discussed issues that fit in with the legislative platform.
- Spoke to them about transportation, Berryhill and Bigelow felt the issue has escaped the interest of the Governor. Mentioned the jail funding for Mono, reminded them Mono County is one of the few counties that has not received this funding.
- Mentioned the VBM initiative.
- Spoke to our interest in outdoor recreation and the need for state support.

B. 2015 Crop and Livestock Report

Departments: Clerk of the Board

(Nathan Reade) - 2015 Inyo-Mono Crop and Livestock Report presentation.

Action: Hear presentation of the 2015 Crop and Livestock Report by Nathan Reade, Inyo-Mono Agriculture Commissioner. Provide feedback.

Nathan Reade:

- Went through his power point presentation, answered general questions about the

Note

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presentation from the Board.

C. High Sierra Tri Club Proposed Road Closure on Pinecliff Drive

Departments: County Administrative Office

(Jay Sloane and Alana Levin) - Proposed resolution #R16-41, authorizing the temporary closure of a portion of Pinecliff Road in June Lake for the Annual June Lake Triathlon to be held on Saturday July 9, 2016.

Action: Consider and adopt resolution #R16-41, authorizing the temporary closure of a portion of Pinecliff Road in June Lake for the Annual June Lake Triathlon to be held on Saturday July 9, 2016.

Alpers moved; Fesko seconded

Vote: 5 yes; 0 no

R16-41

Jay Sloane:

- One of the attachments is the 2015 Cal Trans approved traffic control plan, approved for multiple years.

Alana Levin:

- Tenth year of this race.
- 500-600 racers, both teams and individuals who race. Try to ensure safety of racers, spectators, and volunteers.
- Described general information surrounding road closure, why, where, and times it's needed.

D. Reappointments to the Mono County Economic Development, Tourism & Film Commission

Departments: Economic Development

(Alicia Vennos) - Reappointments of Jennifer Roeser (D2), Michael Vanderhurst (D1) and Christine Long (D4) to the Mono County Economic Development, Tourism & Film Commission for a 4-year term beginning July 1, 2016 and ending June 30, 2020.

Action: Approve the reappointments of Jennifer Roeser, Michael Vanderhurst, and Christine Long to the Mono County Economic Development, Tourism & Film Commission for a 4-year term beginning July 1, 2016 and ending June 30, 2020.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M16-118

Alicia Vennos:

- Acknowledges the volunteer service of these three people. Looking forward to working with them for another four years.

E. Mono County Superior Court - Update

Departments: County Counsel

(Hector Gonzalez, Court Executive Officer) - Presentation by Hector Gonzalez, Mono County Superior Court Chief Executive Officer regarding: (1) board penalty assessment resolution; (2) status of County authorized enhanced collection program; and (3) recently passed state law providing amnesty program for persons

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with outstanding traffic tickets, particularly focusing on the impact the law will have on Court/County enhanced collection program.

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

Hector Gonzalez:

- Went through power point presentation for the Board.

F. Resolution Regarding Distribution of Penalty Assessments

Departments: County Counsel and Finance

(Stacey Simon) - Proposed Resolution #R16-42, Establishing Distribution of County Penalty Assessments Levied by the Court and Superseding and Replacing Resolution 95-51 Previously Establishing such Distribution.

Action: Adopt Proposed Resolution #R16-42, Establishing Distribution of County Penalty Assessments Levied by the Court and Superseding and Replacing Resolution 95-51 Previously Establishing such Distribution. Provide any desired direction to staff.

Corless moved; Fesko seconded

Vote: 5 yes; 0 no

R16-42

Hector Gonzalez:

- The Court only had a resolution from 1995 that allowed the Court to take County penalty assessments, which are added to certain fines. The resolution told the Court how to distribute those fees. The old resolution needs to be updated to current figures.

Stacey Simon:

- Thank you to the Court and Hector for bringing this forward. The resolution needed to be updated, changed dollar amounts to percentages, for example.

Supervisor Stump:

- Questions regarding what penalty assessments are used for,

Janet Dutcher:

- Gave general information regarding California penalty assessments and what they can be used for; one of the most complicated pieces of legislation we have in the State.

G. Emergency Medical Services Program Chief

Departments: Emergency Medical Services

(Lynda Salcido, Public Health/EMS Director) - A. Proposed Resolution #R16-43, A Resolution of the Mono County Board of Supervisors Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Reflect the Addition of an Emergency Medical Services Program Chief in the Emergency Medical Services Department. B. Authorize Public Health Director to extend employment of current EMS Manager for up to one year to provide coverage during the recruitment of the EMS Program Chief.

Action: Approve the Resolution to Amend the Mono County Allocation List to add an EMS Program Chief;

Alpers moved; Fesko seconded

Vote: 4 yes; 1 no: Johnston

R16-43

Note

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Supervisor Alpers:

- This creates the position, but does not obligate the Board to fill the position.

Action: Authorize Public Health Director to extend employment of current EMS Manager for up to one year to provide coverage during the recruitment of the EMS Program Chief.

Alpers moved; Fesko seconded to include language “during potential recruitment”

Vote: 1 yes; Fesko; 4 no

Action: Authorize Public Health Director to extend employment of current EMS Manager for up to one year.

Alpers moved; Johnston seconded.

Vote: 5 yes; 0 no

M16-119

Dave Butters:

- Described the methodology for creating the EMS manager position. Looked state wide for comparable position.

Lynda Salcido:

- The intent to keep the current manager is for during the recruitment.
- Wants to recruit now, but hire after the budget is adopted.

Supervisor Stump:

- There were some stringent recommendations that came out of the EMS committee. Not interested in someone who will keep the status quo, wants someone who can expand services.

Supervisor Fesko:

- Feels the recruitment time frame should be shorter, wants to speak to the urgency of the position. Wants to know sooner than later if recruitment is working or not.

Supervisor Johnston:

- Appreciates the need to have someone manage the program. Feels this Board hasn't decided that they want to continue with the present EMS system. Also, this is out of sync with the budget, taking into consideration how much money the county used to bail out the current system. Feels important to evaluate the EMS committee's report first. Doesn't believe they have discussed the post EMS report and the direction the Board wants to take.

Supervisor Corless:

- Remembers the report, remembers the direction given included hiring this position, thought there was consensus to move forward with the report's recommendation to modify the existing system.

H. Stock Drive Realignment Project – 1,300 Square Foot Right-of-Way Acquisition

Departments: Public Works

(Garrett Higerd) - Acquisition of 1,300 square feet of land for road right-of-way for the Stock Drive Realignment Project.

Action: Adopt resolution #R16-44, authorizing the Public Works Director to execute purchase agreement and accept and consent to recordation of a record of survey and deed for the acquisition of 1,300 square feet of land from APN 08-111-13, necessary for the realignment of Stock Drive near Bryant Field in Bridgeport. Waive

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all associated fees.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

R16-44

Garrett Higerd:

- Property owner had some concerns over future liabilities, future challenges.

I. Bid Results for the Bridgeport Shop Biomass Project

Departments: Public Works

(Joe Blanchard) - Bid results for Bridgeport shop biomass boiler project.

Action: Based on the staff report and any information provided at the meeting, find that the project was advertised for competitive bids as required by law and that no bids were received by the bid deadline. Authorize Public Works to complete the work by force account with Public Works staff pursuant to subdivision (c) of Public Contract Code section 22038.

Johnston moved; Fesko seconded

Vote: 5 yes; 0 no

M16-120

J. Active Transportation Program (ATP) Grant Application

Departments: CDD, Public Works

(Wendy Sugimura, Garrett Higerd) - Presentation on a proposed Active Transportation Program (ATP) Grant Application.

Action: Provide any desired feedback on the grant application to staff, and Direct staff to file the grant application by the June 15 deadline.

Alpers moved; Fesko seconded

Vote: 5 yes; 0 no

M16-121

Wendy Sugimura:

- Gave general information regarding the project selection, and how we determined the grant application. Background; active transportation program grant. Third round of this program. Intent is to inform the Supervisors why this particular grant was chosen to apply for. Other projects considered in the past are in staff report. Cal Trans is supportive of all elements within this program.
- Project includes list on page 3 of staff report.
- They are trying to mitigate maintenance issues with other departments and resources.

Supervisor Johnston:

- Street trees in Lee Vining are disappearing and not being replaced. Will this new grant add to maintenance costs?
- Wants the maintenance question answered before the county commits.

Garrett Higerd:

- The project would add maintenance costs; the same challenges staff is concerned about here. These grants don't provide long term ongoing maintenance.

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- This is just getting the okay to submit the application. Can come back later after the grant is received as to accept it and how to use it.

Supervisor Corless:

- Spoke to the potential to form community partnerships. Can those be formalized in any way, get a commitment from those groups?

Supervisor Stump:

- Spoke to inequity in County between communities.
- Will support applying, with understanding that if we are successful, that we need to answer the question of maintenance for all county facilities.

Supervisor Alpers:

- Wants to try for any monies we can get as a county, no matter where it is.

Steve Noble:

- As Chair of CSA #5, knows the county is struggling, but Bridgeport is also struggling as a community. Maintenance is a big deal, this is where the community has to step up. CSA#5 scope doesn't currently cover maintenance, but may be something that could be looked at in the future.

Barry Beck:

- As chair of RPAC, would like to see the grant application go forward. Benefits for both Bridgeport and the county. Anything that increases economic value is good. If it's successful, other areas of county may use our model.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION at 2 pm

A. Closed Session - Public Employment

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

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Names of cases: In re: Walker Basin Water Rights Litigation: (1) United States of America, *et al.* v. Walker Lake Working Group, *et al.*; (2) United States of America, *et al.* v. Walker River Irrigation District, *et al.*; (3) United States of America, *et al.* v. Walker Lake Working Group, *et al.*; (4) United States of America, *et al.* v. United States Board of Water Commissioners, *et al.*; (5) United States of America, *et al.* v. Walker Lake Working Group, *et al.*; (6) United States of America, *et al.* v. Walker Lake Working Group, *et al.*; (7) United States of America, *et al.* v. Walker Lake Working Group, *et al.*; (8) United States of America, *et al.* v. Walker Lake Working Group, *et al.*; (9) United States of America, *et al.* v. Nevada Department of Wildlife, *et al.*; (10) United States of America, *et al.* v. Nevada Department of Wildlife, *et al.*

C. Closed Session--Human Resources

Note

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CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, and Dave Butters. 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.

D. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Gleason v. Bowen, et al.

E. Closed Session - Existing Litigation

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

F. Closed Session - Initiation of Litigation

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

G. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: Mammoth Town Council Election ballot error.

H. Closed Session - Existing Litigation

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

THE REGULAR AGENDA WILL RECONVENE AFTER CLOSED SESSION IF

Note

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NECESSARY

Supervisor Johnston had to leave at 4:30.

Report out of Closed Session:

A: Direction given to staff

B: Board authorized staff to defend against appeal filed by Mineral County in *United States, et al. v. Walker River Irrigation District, et al.* (Case No. 15-16342).

C: Direction given to staff

D: Nothing to report.

E: The Board approved an agreement with Inland Aquaculture Group, LLC resolving and waiving claims brought by IAG against the County in 2013 and claims the County has or may have against IAG related to IAG's operations on Conway Ranch. The agreement provides for a one-time payment by the County's insurance provider to IAG in the amount of \$800,000. Votes were as follows: 4-0 in favor, Supervisor Alpers abstained (recusal)

F: Direction given to staff

G: Nothing to report

H: Direction given to staff

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

ADJOURN at 4:42 p.m.

ATTEST

FRED STUMP
CHAIRMAN

HELEN NUNN
SR. DEPUTY CLERK

Note

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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on June 14, 2016.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@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:

<p>Click to download</p> <p> Draft minutes 6-14-16</p>
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History

Time	Who	Approval
6/28/2016 7:19 PM	County Administrative Office	Yes
6/29/2016 10:03 AM	County Counsel	Yes
6/28/2016 5:34 PM	Finance	Yes



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

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

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

**Regular Meeting
June 14, 2016**

Flash Drive	#1018
Minute Orders	M16-122 to M16-126
Resolutions	R16-45 to R16-47
Ordinance	ORD16-04 not used

9:00 AM Meeting Called to Order by Chairman Stump.

*Supervisors Present: Alpers, Corless, Johnston, and Stump.
Supervisors Absent: Fesko.*

*Break: 10:22 a.m.
Reconvene: 10:45 a.m.
Closed Session: 11:51 a.m.
Reconvene: 12:27 p.m.*

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>

Pledge of Allegiance led by Janet Dutcher.

Chairman Stump called for a moment of silence in honor of those killed and injured in Orlando this week.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Mark Drew:

- He works with Cal Trout as the Director of the Sierra Program.

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- June 22nd, at the 58th formal meeting of the regional water management group, he will formally stepping down as Director and Cal Trout will end tenure as lead agency.
- Spoke to water conflicts, at end of June, continue to develop work plans. Prop 1 funds coming into play. Even though he's not director anymore he will continue to work in Sacramento to further Cal Trout, encourages county to continue to work for fish enhancement.

All Supervisors:

- Remarkable work Mark has done. Wishes him well in future endeavors. Thank you for the work he's done for the county.

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

4. **BOARD MEMBER REPORTS**

Supervisor Alpers:

- 6/7 - Attended the JLCAC meeting held at the JLCC. The CAC recommendations to the Board of Supervisors regarding The Conway Ranch Strategic Facilities Plan were aquaculture development to support Mono County's economy; preservation of Wilson Creek flow and habitat; and maintain historic values for future generations. The CAC presented Courtney Weiche a resolution of appreciation for her consistent effort for the community of JL. Paul McCahon announced chipper day in JL on 7/16 & 17. The event begins at 10am and chippable wood scraps will be processed. Paul also announced that CalFire will be safety inspecting beginning in July. Jill Stark announced that the Bear Aware program will be presented at the JLCC on 6/22 at 7pm. Jill also announced that she will be retiring from the CAC and the Trails Committee in October, 2016. She will be 80 this year.
- On the 8th, attended JL PUD. There is a volunteer community group helping the PUD locate a second backup water source. Matt Banta gave an educational presentation on this. PUD meetings have a high attendance from the public.
- 6/8 - Attended the MBRPAC held at the LVCC. Steve Connett appeared before the RPAC requesting ideas for a name for an abandoned short stretch of old Hwy 395 just north of the Mono Inn. Glenda Bayless, manager of the Goat Ranch, spoke about the excessive number off-road vehicles illegally using the Cottonwood Canyon Road when exiting the Bodie Hills. Only highway licensed vehicles can use County maintained roads. She has been in contact with Sheriff Braun to discuss the problem and request deputy patrols. Jacob Mathew from Caltrans presented Caltrans' statewide bike plan. This is a big deal in that this is their first attempt at addressing bicycle use on State highways on a statewide basis. RPAC members Lisa Cutting and Bartshe Miller did a presentation on the State of Mono Lake. It was designed to inform the public as to the effects of the prolonged drought on the lake. It was very detailed and informative. I would respectfully request that this presentation be given at a BOS meeting sometime this fall. There are a number of unique issues that would be of interest to the Board.
- Given the events in Orlando, he wanted to pass along another experience from years ago. Dec 31, 1978, he spent 20-30 minutes with Muhammed Ali while waiting for a flight at Chicago's O'Hare airport. He was able to introduce himself to Ali, while surrounded by his basketball team. Ali was the most gracious man he's ever met. Given the circumstances of this week, he wanted to pass along that there are good people in the world, as well. The example Ali set is of great value.

Supervisor Corless:

- Mammoth High School Graduation, 6/10: Congratulations to the Class of 2016, an impressive group of kids heading off to great schools, including Cal, Stanford and a record number of enrollments at our own Eastern Sierra College Center Mammoth campus of Cerro

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Coso Community College. Students can get free tuition at Cerro Coso and guaranteed transfer to a UC or CSU campus—a clear path for a wonderful education.

- 6/13: Behavioral Health Advisory Board: updates from dept staff on the “No Place Like Home” initiative and Continuum of Care Reform, impacts these changes will have on programs; working to update bylaws and mission statement; planning a tour of behavioral health department programs.
- 6/13: Forest Plan Revision Public Meeting: some two dozen people came to the meeting in Mammoth to get an overview of the draft forest plan/environmental impact statement and the process, look forward to getting an update on June 21.
- Staff Request:
- Elections: Many thanks to the poll workers and to county staff for their work on the primary election. Heard good things about the polling place in Mammoth, also some concern about processes so reiterating last week’s request to agendize an elections discussion—no doubt it will just be the beginning, and confident that it can be conducted in a positive, constructive manner for the improvement of this crucial county responsibility.
- Motion to Reconsider RCRC assignment item from May 10. Review of the discussion at that meeting, along with information and research since then compels asking board to take up the question of appointing a new representative. Hope board can conduct this discussion in a positive, constructive manner, too.

Supervisor Johnston:

- Attended the Local Transportation Commission meeting on Monday. Items considered included approval of Transportation Development Act allocation, the State Transit Assistance apportionment, the State Transportation Improvement Program update (still dismal), reports on ESTA (starting Reds Meadow service this Saturday) and YARTS, received an award from CALTRANS for the work in Bridgeport, quarterly reports, report on the use of "latina" guardrail finish on the Conway repaving project, and report on the fly over test by a 737 at the Mammoth Lakes Airport to help determine if planes can land in more inclement conditions.
- Passed along to our Finance Department a request by CSAC for comments on SB 133 regarding TOT collections.
- Noted Courtney Weiche will be leaving our community development department and asked if we could give her recognition for her service to Mono County.

Supervisor Stump:

- 6-13: Attended LTC, many normal business items. The Town announced that an Alaska Airlines 737 flew in the area of the Mammoth Airport (photo attached) on 6-10 for about 1 hour. The plane was gathering data to support a request to the FAA to institute a Required Navigation Performance for the airport runways. If approved the current approved approach for the Q400 aircraft flown by Alaska of 1300' ceiling with 3 miles of visibility to a 250' ceiling with 3/4 mile visibility. The plane made no attempt to land nor did it intend to.

Note

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- 6-13: I was interviewed by the Company performing the 3 year evaluation of Health Care services in the County on behalf of the Southern Mono Health Care District. This is required by the IRS for the District to maintain their current exemption.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Leslie Chapman:

- Going on vacation tomorrow, will be riding her motorcycle.
- Feels very honored to work with an amazing group of people in the Elections. Got to be a runner between polling places and witness the staff working back in the office.
- Also helped with the Animal Control clinic in Crowley Lake. Exciting to see the community and see how much they appreciate the clinics, and watch the staff deal with the process. Was a success.
- The budget process is in full swing. Very thankful to have Janet and the whole Finance staff here.
- With regard to the Bridgeport Clinic, we have been working on solutions for inmate care. We have just received notice that two of the physicians are leaving within the next two weeks, which will create challenges for keeping the clinic open. Assures the Board that we believe the clinic is a very important service to the community.

6. DEPARTMENT/COMMISSION REPORTS

Bob Musil:

- Brief update on election. Echoes the CAO's comments, very dedicated team of people working with him. Made sure every vote was counted, and everything that could be done, was done. We also heard very positive comments on the new Mammoth polling place at the high school. Feedback has been very positive. Obviously some mistakes on the ballots, but Mono County had the 5th highest percentage of voter turnout in California. There were many provisional ballots cast. Touched on the transition to the State based database of voters, had several glitches within this new system. Also had to do a hand count of all write-in names on the Town Council ballots.
- Assessment Appeals board has 3 members and one alternate. Our alternate member, John Gallagher, has resigned, looking for 1 or more people willing to serve on the Board. Please

Note

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have anyone interested contact our office.

- The election results have to be formally certified on July 5th, but numbers will be counted before then.
- With regard to the provisional votes altering the final outcome, we need to weed through the write ins to verify, but thinks the margin of votes will not change for the Town Council race. Supervisors' race may not make a difference either; possible but not probable.

Sheriff Braun:

- Good news on money for jail renovations, out of \$270m now available, counties will be able to apply for a piece.

Janet Dutcher:

- Very busy in Finance, in full swing on the budget, also ready to close the books on 2016. Training tomorrow for all fiscal staff, will be covering finance input process and documents associated with that. Departments will be entering their own budgets this year to eliminate some of the double work.

Stacey Simon:

- She will be attending a County Counsel conference, will be out of the county.

7. **CONSENT AGENDA**

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

A. **Fiscal Year 2016-17 Recommended Budget**

Departments: Finance

Proposed resolution: A resolution of the Mono County Board of Supervisors adopting the recommended budget as the temporary budget for Fiscal Year 2016-17 until the Final Budget is adopted.

Action: Adopt proposed resolution #R16-45, adopting the recommended budget for Fiscal Year 2016-17. Provide any desired direction to staff.

Alpers moved; Corless seconded

Vote: 4 yes; 0 no; absent: Fesko

R16-45

B. **Installation of Transportation Art in June Lake**

Departments: Community Development

(Scott Burns) - Proposed resolution #R16-46 of the Mono County Board of Supervisors, Authorizing the CAO to Execute Agreements Between the County and David and Amanda Carmichael and Between the County and Caltrans Related to the Installation of Transportation Art Along Highway 158 in June Lake and Authorizing the Community Development Director to Submit the Application to Caltrans on Behalf of the County for An Encroachment Permit For Installation of Transportation Art.

Action: Adopt proposed resolution. Provide any desired direction to staff.

Alpers moved; Corless seconded

Vote: 4 yes; 0 no; absent: Fesko

R16-46

Note

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C. Appoint CAO or Designee as the Mono County Representative on the California Broadband Cooperative

Departments: CAO/IT

Appointment of the County Administrative Officer or designee as the Mono County Representative to the California Broadband Cooperative.

Action: Appoint the Mono County Administrative Officer or Designee as Mono County's representative to serve as a Class A Director of the California Broadband Cooperative, replacing the County's current designee Nate Greenberg.

Alpers moved; Corless seconded

Vote: 4 yes; 0 no; absent: Fesko

M16-122

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Letter from USDA regarding Motorized Transportation System Modification Project

Departments: Clerk of the Board

Correspondence from the USDA dated May 23, 2016 regarding the Motorized Transportation System Modifications project.

Supervisor Corless:

- This is an effort to look at certain designated motorized roads in the Forest and make adjustments. There is interest from motorcycle clubs to work with the Forest Service.

9. REGULAR AGENDA - MORNING

A. Conway Ranch 2015 Annual Report and 2016 Operations Plan

Departments: Public Works

(Tony Dublino) - Receive the Conway Ranch 2015 Annual Report and 2016 Operations Plan, provide any direction to staff.

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

Tony Dublino:

- Just a recap on the preceding year/summer, overview of plans for the summer to come. This does not affect the lease for sheep grazing,

Supervisor Alpers:

- We directed Tony a year ago to gather information and collate what's out there in conjunction with the conservation easement. We have more information available to us now, thinks it's very critical. Commends Tony for putting all this together. Complicated piece of land, lots of interest, lots of stake holders, etc. feels this is real reference document, comfortable taking this to the constituents and RPACs.

Note

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Supervisor Stump:

- To clarify, BHCP and friends stands for the Bodie Hills Conservation Project

John Peters:

- Question, when will it be determined regarding construction?

Tony Dublino:

- Working on that, it hasn't been determined yet; looking toward the strategic facility plan to help make those decisions.

B. Transfer Station Contract Award

Departments: Solid Waste Division of Public Works

(Tony Dublino) - Consider bid results and relevant information, and select to either 1. Enter into a 5-Year Agreement with selected bidder for the operations of Mono County Transfer Stations, or 2. Extend existing contract for a specified period, if permitted by law.

Action: Consider information presented and bid result, and 1. Authorize CAO to enter 5-year Agreement (as modified by bid Addendum 1 & 3) with the selected bidder for the operation of Mono County Transfer Stations, or 2. Authorize CAO to extend current Transfer Station Agreement, with necessary modifications, for a two-year period.

Alpers moved; Johnston seconded

Vote: 4 yes; 0 no; absent: Fesko

M16-123

Tony Dublino:

- County engaged in competitive bidding. Requests went out May 19th, closed on June 9th. Received two bids, less than 1% difference between the two. Recommends option 2. There is potential within two years for the County to be able to operate these itself.

Michelle Irwin, Operations Manager, Mammoth Disposal:

- Thank you for the opportunity. We have past experience building and operating current transfer stations. Experience in the industry, also have facilities for recycling and disposal.

C. Public Hearing - State Route 108 Truck Restriction Ordinance

Departments: County Counsel, Community Development Department

PUBLIC HEARING - 10:00 A.M.

(Scott Burns) - Proposed ordinance Recommending the Prohibition of Vehicles and Combination Vehicles With an Overall Length Greater than 38 Feet Kingpin-to-Rear-Axle on an Easterly Segment of State Route 108 (from postmile (PM) 0.0 (Mono County/Tuolumne County line) to PM 9.8 (closure gate west of Marine Corps Mountain Warfare Training Center)

Action: Introduce, read title, and waive further reading of proposed ordinance.

Johnston moved; Corless seconded

Vote: 4 yes; 0 no; absent: Fesko

M16-124

Scott Burns:

- Introduced proposed ordinance.

No public comment.

Note

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

Supervisor Johnston:

- Long project to increase safety on SR108, recognizes all the hard work that's gone into this.

D. RPAC Bylaw Ratification

Departments: Community Development Department

(Scott Burns, Wendy Sugimura, Gerry LeFrancois) - Consider bylaw amendments of the Antelope Valley, Bridgeport Valley and Mono Basin Regional Planning Advisory Committees

Action: Ratify bylaw amendments of the Antelope Valley, Bridgeport Valley and Mono Basin Regional Planning Advisory Committees.

Alpers moved; Corless seconded

Vote: 4 yes; 0 no; absent: Fesko

M16-125

General Board discussion on what concurrence means, nomination by supervisor, if existing language is acceptable. Questions regarding the number of members allowable on each committee; difficult to have a quorum with a designated high number of members.

E. FY 2016-17 Budget Calendar

Departments: CAO, Finance

(Janet Dutcher) - Report and discussion regarding the budget calendar for adoption of the County's FY 2016-17 final budget.

Action: Receive budget calendar outlining sequence of events culminating in the adoption of the County's FY 2016-17 final budget; discuss and receive direction, if any.

Janet Dutcher:

- General report and discussion on adopting the calendar for budget. Went over the calendar, highlighted the key dates and upcoming deadlines.

Supervisor Stump:

- Request to add community names to list and suggestions on where to best advertise to those communities.

Supervisor Corless has requested the Mammoth budget meeting be streamed on Granicus.

F. Mono County Radio System Update & Capital Outlay Fund

Departments: Information Technology

(Nate Greenberg) - Discuss status of Mono County radio system and long-term funding for maintenance and improvement needs.

Action: Approve the establishment of an Accumulated Capital Outlay Fund by transferring the remaining FY 15-16 unspent radio system budget into this fund via operating transfer.

Corless moved; Alpers seconded

Vote: 4 yes; 0 no; absent: Fesko

M16-126

Nate Greenberg:

- Two respondents to Request for Proposal; very different proposals. Need to go out to users and evaluate their needs, perceived shortfalls in existing system. Need to get existing

Note

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

system to carry us through the next few years. 5 year strategy to secure enough money. 49% of base stations and repeaters were broken. 50% of these antennas are critical to communication. Improper grounding at sites, problems with calibration of repeater radios, issues with documentation and understanding of the system and normal operating conditions. About \$315k of defective or missing hardware, \$150k at base stations. The road ahead is daunting and overwhelming, but now we know what we can expect and where to go next. Further explained his staff report. The ask today is around the capital outlay fund.

General Board discussion and thoughts on previous contractor, what he was expected to do within his contract. Not enough money within the contract for infrastructure. Better policies needed.

Sheriff Braun:

- Appreciation to IT for working together to solve this problem. Was high on her priority list and IT stepped up to help. Publicly thanks Nate and Kirk and the whole office.

Janet Dutcher:

- Explanation of budget principles and why to set aside a capital outlay fund. We need to separate out ongoing things (maintenance, etc) from one time needs such as infrastructure.

G. June Lake Jam Fest Proposed Concert Hours Extension

Departments: CAO

(Jay Sloane and Janet Hunt) - Proposed Resolution #R16-47 of the Mono County Board of Supervisors, Authorizing the June Lake Jam Fest to operate until 11:00 p.m. on September 10, 2016 at Gull Lake Park.

Action: Adopt proposed resolution #R16-47, Authorizing the June Lake Jam Fest to operate until 11:00 p.m. on September 10, 2016 at Gull Lake Park.

Alpers moved; Johnston seconded

Vote: 4 yes; 0 no; absent: Fesko

R16-47

Jay Sloane:

- Introduced Janet Hunt from the Mono Arts Council. Jam Fest is requesting an extension of the standard hours to 11pm.

Janet Hunt:

- Increased hours mean increased value for concert, can charge more. Allows for more people to stay longer, increasing tourism. Free event for Mono Co students.
- Are also reaching out to local food, vendors, priority to participate is for local vendors. Have taken into consideration how the stage is set; facing the lake, not the town. The amplified music will be out over the lake.
- Thank you for the support for this event.

Supervisor Alpers:

- Agrees with the added value, we need to be flexible when we have events. It's a great cause, provides diversity for visitors,

Supervisor Corless:

- Also supports this. Sits on board of Mono Arts Council but is not a financial issue. Stacey Simon agrees there is no conflict of interest.

Supervisor Johnston:

- Does this conflict with the county's noise ordinance?

Stacey Simon:

- This falls under the special events ordinance, not the noise ordinance. It allows for deviation beyond 10 pm. If a deviation from the noise ordinance is also needed, they will need to return to board for additional approval.

Christy Milovich:

- Agrees with Stacey, feels the resolution allows for time. Noise ordinance only deals with the decibel levels, not time.

Note

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION
Nothing to report out of Closed Session.

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, and Dave Butters. 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.

ADJOURN at 12:28 p.m.

ATTEST

FRED STUMP
CHAIRMAN

HELEN NUNN
SR. DEPUTY CLERK

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 July 5, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Resolution of Appreciation for Sandi Rustan

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution of Appreciation for Sandi Rustan.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@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

[Resolution](#)

History

Time	Who	Approval
6/28/2016 7:32 PM	County Administrative Office	Yes
6/29/2016 10:36 AM	County Counsel	Yes

6/28/2016 6:37 PM

Finance

Yes

***A RESOLUTION OF THE MONO COUNTY BOARD OF
SUPERVISORS RECOGNIZING SANDI RUSTAN***

WHEREAS, Sandi and her mother moved to Walker in Mono County in 1999 from Southern California to be closer to her family.

WHEREAS, Sandi worked delivering Meals on Wheels to local seniors in the Antelope Valley where she devoted herself to the betterment of the lives of seniors, helping them any way she could and showing them the love and compassion that exemplifies her true spirit.

WHEREAS, Sandi was hired as the Site Coordinator of the Antelope Valley Senior Center in January of 2009. Sandi used her creative talents to bring together local seniors by providing weekly projects at the Senior Center, including arts, crafts, games, movies, birthday parties, Halloween costume parties, Christmas parties, entertainment, bus trips to local events and much more.

WHEREAS, Sandi advocated for services and supports for seniors to promote their independence, quality of life, and ability to age in their communities.

WHEREAS, Sandi will be remembered long after her retirement for her laughter and love of friends, family, and community, and for her devotion and commitment to the well-being of residents in the Antelope Valley.

NOW, THEREFORE, BE IT RESOLVED, Sandi has concluded her 7-year career with the Department of Social Services as Senior Services Site Coordinator on May 3, 2016.

BE IT FURTHER RESOLVED, the Mono County Board of Supervisors and the Mono County Department of Social Services, hereby extends a most sincere "THANK YOU" in appreciation for Sandi's years of dedicated service.

APPROVED AND ADOPTED this 5th day of July, 2016 by the Mono County Board of Supervisors.

**Fred Stump, Chairman
Supervisor, District Two**

**Stacy Corless
Supervisor, District Five**

**Tim Alpers
Supervisor, District Three**

**Timothy E. Fesko
Supervisor, District Four**

**Larry K. Johnston
Supervisor, District One**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

Departments: Sheriff

TIME REQUIRED

SUBJECT 2016 Annual Law Enforcement
Operating Plan between Mono
County and Inyo National Forest

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

This annual agreement between the Mono County Sheriff's Office and the Inyo National Forest supports operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in said activities. This agreement is for the 2016 period of October 1, 2015 through September 30, 2016.

RECOMMENDED ACTION:

Approve and authorize the Chair to sign the cooperative law enforcement agreement between the Mono County Sheriff's Office and the USDA Forest Service, Inyo National Forest for the 2016 Controlled Substance Annual Operating and Financial Plan.

FISCAL IMPACT:

The grant reimbursement amount will not exceed \$5,000.00.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-932-7549 / ibraun@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
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Agreement

History

Time	Who	Approval
6/25/2016 5:33 AM	County Administrative Office	Yes
6/21/2016 10:05 AM	County Counsel	Yes
6/28/2016 6:19 PM	Finance	Yes



MONO COUNTY

SHERIFF

911

P.O. Box 616 • 49 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 • WWW.MONOSHERIFF.ORG

Ingrid Braun
Sheriff/Coroner

MONO COUNTY SHERIFF'S OFFICE

Michael Moriarty
Undersheriff

DATE: July 5, 2016
TO: The Honorable Board of Supervisors
FROM: Ingrid Braun, Sheriff-Coroner
SUBJECT: 2016 Controlled Substance Annual Operating Plan with the Inyo National Forest

RECOMMENDATION:

Approve and sign the cooperative law enforcement agreement between the Mono County Sheriff's Office and the USDA Forest Service, Inyo National Forest for the 2016 Controlled Substance Annual Operating and Financial Plan.

DISCUSSION:

This annual agreement supports operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in said activities. This is an annual agreement between the Mono County Sheriff's Office and the USDA Forest Service, Inyo National Forest. This agreement is for the 2016 period of October 1, 2015 through September 30, 2016.

This agreement allows for the Sheriff's Office to be reimbursed up to \$5,000 for expenditures associated with the detection of locations and activities related to illegal production and trafficking of controlled substances; for certain expenses resulting from investigative activities associated with investigating cases involving the illegal production or trafficking of controlled substances on or affecting the administration of National Forest system lands; for expenses resulting from the removal of cannabis plants from National Forest system lands; and for costs of purchasing supplies and equipment used exclusively for activities on National Forest system lands.

FINANCIAL IMPACT:

This approval will assist with meeting the grant guidance for participation in the 2016 Controlled Substance Annual Operating and Financial Plan. The grant reimbursement amount will not exceed \$5,000.00 and has no impact to the Mono County General Fund.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB', written over a white background.

Ingrid Braun
Sheriff-Coroner



FS Agreement No. 15-LE-11051360-028
Cooperator Agreement No. _____
Modification No. Mod 04

EXHIBIT B

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN**

**Between The
MONO COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
INYO NATIONAL FOREST**

2016 CONTROLLED SUBSTANCE ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Mono County Sheriff's Department, hereinafter referred to as "MCSO," and the USDA, Forest Service, Inyo National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #15-LE-11051360-028 executed on May 7, 2015. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 01, 2015 and ending September 30, 2016.

Previous Year Carryover: \$5,000
Current FY 2106 Obligation: \$0.00
FY-2016 Total Annual Operating Plan: \$5,000

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Ingrid Braun, Sheriff Coroner Mono County Sheriff's Office P.O. Box 616 49 Bryant Street Bridgeport, CA 93517 Telephone: (760) 932-7549 FAX: (760) 932-7435 E-mail: ibraun@monosheriff.org	Michael Moriarty, Chief Deputy Mono County Sheriff's Office P.O. Box 616 49 Bryant Street Bridgeport, CA 93517 Telephone: (760) 932-7549 FAX: (760)932-7435 E-mail: mmoriarty@monosheriff.org



Cooperator Alternate Contact
Watch Commander Mono County Sheriff's Office 49 Bryant Street Bridgeport, CA 92517 Telephone: (760)932-7549

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Jonathan (Scott) Glenn, Special Agent Stanislaus National Forest 19777 Greenly Road Sonora, CA 95370-5909 Telephone: (209) 532-3671 Ext. 228 FAX: (209)536-9829 E-mail: jglenn@fs.fed.us	Jennie Shirley, Administrative Specialist Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 Office: 707-562-9127 FAX: 707-562-9031 E-mail: jennieshirley@fs.fed.us

U.S. Forest Service Program Coordinator Contact
Kent Delbon, Assistant Special Agent in Charge Pacific Southwest Regional Office – LEI 1323 Club Drive Vallejo, CA 94592 707-562-8649 (office) FAX: 707-562-9031 E-mail: kdelbon@fs.fed.us

II. CONTROLLED SUBSTANCE OPERATIONS

Pursuant to IV- I and K of Agreement No. 15-LE-11051360-028, the following is in support of operations to suppress manufacturing and trafficking of controlled substances on or affecting the administration of National Forest System lands, with an emphasis on identification, apprehension and prosecution of suspects engaged in these activities:



B. **MCSO** agrees:

1. Within its capability, to perform the following activities on National Forest System lands:
 - a. Detect and inventory locations associated with illegal production or trafficking of controlled substances, and notify the U.S. Forest Service of such locations as soon as possible.
 - b. Investigations to determine the person(s) responsible for manufacturing or trafficking controlled substances.
 - c. Upon request and prior approval of the U.S. Forest Service, remove cannabis plants from National Forest System lands.
2. To furnish all activity reports, crime reports, investigation reports, and other reports or records, resulting from activities identified in **Section II, A** of this Operating and Financial Plan to the affected Forests for review and forwarding to the Regional Office for processing.

C. The *U.S. Forest Service* and **MCSO** mutually agree to the following:

1. The following rate schedule will apply to all expenditures that may be reimbursed to **MCSO** under this agreement;

Salary (base)	\$31.60 per hour
Salary (overtime)	\$base +1/2 per hour
Per diem costs	\$35/M&IE + lodging (unlimited)
Travel (mileage and fares)	\$0.575 per mile
Helicopter flight time	Actual documented costs
Supplies or equipment	Actual documented costs

2. The total expenditures of **MCSO** that may be reimbursed may not exceed.... **\$5,000**
The total expenditures for item **A.4** may not exceed..... **10%** of the total allocation.

D. **Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or de-obligated at the request of the U.S. Forest Service.**

III. **BILLING FREQUENCY:**

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.



MCSO will furnish *monthly itemized statements* of expenses to the U.S. Forest Service for expenditures that may be reimbursed as identified in items II A.1, A.2, A.3, and A.4 of this Plan. Attachment A, Law Enforcement Billing Summary, Drug Enforcement, must be completed and submitted to the contacts in (a) below for each billing statement.

- a. Mail copies of itemized billing statements (Attachment A) to:

Jennie Shirley, Admin. Specialist
Pacific Southwest Regional Office - LEI
1323 Club Drive
Vallejo, CA 94592

Send photo copy to:
Jonathan Glenn, Special Agent
Stanislaus National Forest
19777 Greenly Road
Sonora, CA 95370-5909

- b. **Send hard copy invoices to:**

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: (877) 687-4894

Or e-mail scanned invoice to: ASC_GA@fs.fed.us

- c. Final billings for reimbursement on this Annual Operating Plan (AOP) must be received by the U.S. Forest Service before October 31, 2016 in order to receive payment.
- d. **Annually update the registration of the County Sheriff’s DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.**

Job Code: NFLE0515 1360 \$5,000



In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.



INGRID BRAUN, Sheriff
Mono County

5.10.16

Date

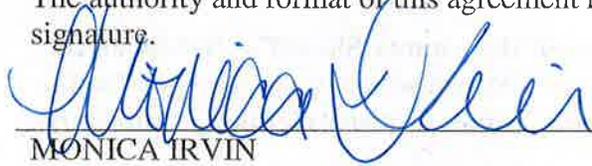
FRED STUMP, Chairman, Board of Supervisors
Mono County

Date

DON HOANG, Special Agent in Charge
U.S. Forest Service, Pacific Southwest Region

Date

The authority and format of this agreement has been reviewed and approved for signature.



MONICA IRVIN
U.S. Forest Service, Grants Management Specialist

4/28/2016

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

Departments: Behavioral Health

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Department of Health Care Services
(DHCS) Mental Health Services
Fiscal Year (FY) 2016-17
Performance Contract between
DHCS and Mono County Behavioral
Health

AGENDA DESCRIPTION:

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

Proposed contract with California State Department of Healthcare Services pertaining to Fiscal Year (FY) 2016-17
Performance Contract between DHCS and Mono County Behavioral Health.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

Mono County Behavioral Health must meet the conditions and requirements set forth in this agreement to qualify for Department of Health Care Services funding.

CONTACT NAME: Robin 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:

Click to download
Staff Report--DHCS Performance Contract for Mental Health Services FY 16/17

STD 213 DHCS Agreement
2-1 Performance Contract Exh A 2016-17
2-2 MHP PC Exh B 2016-17
2-3 MHP PC Exh D ICSR 2016-17
2-4 MHP PC Exh E 2016-17
2-5 Exhibit Attach B 2016 IEA
3 Contractor Certification CCC-307

History

Time	Who	Approval
6/28/2016 7:40 PM	County Administrative Office	Yes
6/27/2016 11:26 AM	County Counsel	Yes
6/29/2016 11:24 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

TO: Mono County Board of Supervisors
FROM: Robin K. Roberts, Behavioral Health Director
DATE: June 15, 2016

SUBJECT:

Approve Performance Contract with Department of Health Care Services (DHCS) for Mental Health Services, Fiscal Year 2016-2017.

DISCUSSION:

This Performance Contract is for the Fiscal Year 2016-2017 Mono County Behavioral Health and the Department of Health Care Services (DHCS) with regard to performance requirements.

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Projects for Assistance in Transition from Homelessness (PATH) and Community Mental Health Services Grant (MHBG) programs and oversees county provision of community mental health services provided with realignment funds. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services. This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (W&I) sections 5650(a), 5847, and Title 9, California Code of Regulations (CCR), section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations (W&I §§ 5610 and 5651.)

FISCAL IMPACT:

There is no fiscal impact to the Mono County General Fund.
This contract is related to performance requirements only and does not impact revenue to Mono County Behavioral Health.

SUBMITTED BY:

Robin K. Roberts, Director of Behavioral Health, Contact: 760.924.1740

REGISTRATION NUMBER	AGREEMENT NUMBER 16-93127
---------------------	-------------------------------------

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services

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

2. The term of this Agreement is: **July 1, 2016**
through June 30, 2017

3. The maximum amount of this Agreement is: **\$ 0**
Zero dollars

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

Exhibit A – Program Specifications (including Special Terms and Conditions)	16 pages
Exhibit A – Attachment I – Request for Waiver	1 page
Exhibit B – Funds Provision	1 page
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D – Information Confidentiality and Security Requirements	7 pages
Exhibit E – Privacy and Information Security Provisions (including Attachment A)	31 pages
Exhibit E – Attachment B – Information Security Exchange Agreement between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS)	70 pages

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Mono County Behavioral Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Robin Roberts, MFT, Director		
ADDRESS P.O. Box 2619 Mammoth Lakes, CA 93546		
STATE OF CALIFORNIA		
AGENCY NAME Department of Health Care Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Don Rodriguez, Chief, Contract Management Unit		
ADDRESS 1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413		

Exempt per: W&I Code §14703

Exhibit A
Program Specifications

1. Service Overview

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Projects for Assistance in Transition from Homelessness (PATH) and Community Mental Health Services Grant (MHBG) programs and oversees county provision of community mental health services provided with realignment funds. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services. This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (W&I) sections 5650(a), 5651, 5666 5897, and Title 9, California Code of Regulations (CCR), section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Government Code sections 11180-11182; W&I §§ 5614, 5651(c), 5717(b), 14124.2(a))

2. Service Location

The services shall be performed at appropriate sites as described in this contract.

3. Service Hours

The services shall be provided during times required by this contract.

4. Project Representatives

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

Department of Health Care Services	Contractor Name
Contract Manager: Erika Cristo Telephone: (916) 552-9055 Fax: (916) 440-7620 Email: Erika.Cristo@dhcs.ca.gov	Contract Manager: Robin Roberts, MFT Telephone: (760) 924-1740 Fax: (760) 924-1741 Email: rroberts@mono.ca.gov

B. Direct all inquiries to:

Exhibit A
Program Specifications

Department of Health Care Services	Contractor's Name
Mental Health Services Division/Program Policy Unit Attention: Guy Stewart 1500 Capitol Avenue, MS 2702 P.O. Box Number 997413 Sacramento, CA, 95899-7413	Attention: Robin Roberts, MFT P.O. Box 2619 Mammoth Lakes, CA 93546
Telephone: (916) 449-5997 Fax: (916) 440-7620 Email: Guy.Stewart@dhcs.ca.gov	Telephone: (760) 924-1740 Fax: (760) 924-1741 Email: rroberts@mono.ca.gov

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

5. Services to be Performed

County shall adhere to the program principles and, to the extent funds are available, County shall provide the array of treatment options in accordance with Welfare and Institutions Code sections 5600.2 through 5600.9, inclusive.

A. GENERAL REQUIREMENTS FOR AGREEMENT

County shall comply with all of the requirements in Section A.1 of this Provision for all County mental health programs, including those specified in Sections B, C and D. County shall comply with all of the data and information reporting requirements in Section A.2 for each County mental health program, including those specified in Sections B, C and D of this Provision, for which it receives federal or State funds.

- 1) W&I section 5651 provides specific assurances, which are listed below, that must be included in this Agreement. County shall:
 - a. Comply with the expenditure requirements of W&I Section 17608.05,
 - b. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with Section 5000) and Part 1.5 (commencing with Section 5585) of Division 5 of the Welfare and Institution Code,
 - c. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with Section 5700) of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,

Exhibit A
Program Specifications

- d. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to W&I section 5604.2,
 - e. Comply with all provisions and requirements in law pertaining to patient rights,
 - f. Comply with all requirements in federal law and regulation pertaining to federally funded mental health programs,
 - g. Provide all data and information set forth in Sections 5610 and 5664 of the Welfare and Institutions Code,
 - h. If the County elects to provide the services described in Chapter 2.5 (commencing with Section 5670) of Division 5 of the Welfare and Institution Code, comply with guidelines established for program initiatives outlined in this chapter, and
 - i. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.
- 2) County shall comply with all data and information submission requirements specified in this Agreement.
- a. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its mental health programs and services, including but not limited to its MHSA programs, PATH grant (if the County receives funds from this grant) or MHBG grant. These federal and State laws include, Title 42, United States Code, sections 290cc-21 through 290cc-35 and 300x through 300x-9, inclusive, W&I sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
 - b. County shall comply with the reporting requirements set forth in W&I section 5845(d)(6), Division 1 of Title 9 of the California Code of Regulations (CCR) and any other reporting requirements related to the County's receipt of federal or State funding for mental health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:
 - i. Client and Service Information (CSI) System Data (See Subparagraph c of this Paragraph)
 - ii. MHSA Quarterly Progress Reports, as specified in Title 9, CCR, section 3530.20. MHSA Quarterly Progress Reports provide the actual number of

Exhibit A
Program Specifications

clients served by MHSA-funded program. Reports are submitted on a quarterly basis.

- iii. Full Service Partnership Performance Outcome data, as specified in Title 9, CCR, section 3530.30.
 - iv. Consumer Perception Survey data, as specified in Title 9, CCR, section 3530.40.
 - v. The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in W&I section 5899(a) and Title 9, CCR, sections 3510, 3510.010, 3510.020 and DHCS-issued guidelines.
 - vi. Innovative Project Reports (annual, final and supplements), as specified in title 9, CCR, sections 3580-3580.020.
 - vii. The Annual Prevention and Early Intervention report, as specified in Title 9, CCR, sections 3560 and 3560.010.
 - viii. Three Year Program and Evaluation Reports, as specified in Title 9, CCR, sections 3560 and 3560.020.
- c. County shall submit CSI data to DHCS, in accordance with the requirements set forth in DHCS' CSI Data Dictionary. County shall:
- i. Report monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
 - ii. Report within 60 calendar days or be in compliance with an approved plan of correction the DHCS's CSI Unit.
 - iii. Make diligent efforts to minimize errors on the CSI error file.
 - iv. Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.
- d. In the event that DHCS or County determines that, due to federal or state law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs both DHCS and County agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

Exhibit A
Program Specifications

- e. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.
- f. If applicable to a specific federal or State funding source covered by this Agreement, County shall comply with W&I section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If the health facility does not have specific separate housing arrangements, treatment staff, and treatment programs designed to serve children or adolescents it must request a waiver of this requirement from DHCS as follows:
 - i. If this requirement creates an undue hardship on County, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement, to DHCS.
 - ii. DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall comply with the provision of W&I section 5751.7.
 - iii. County shall submit, the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I, including responses to items 1 through 4 and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.

Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.

Any waiver granted in the prior fiscal year's contract shall be deemed to continue until either party chooses to discontinue it. Execution of this contract shall continue independently of the waiver review and approval process.

- iv. In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be sent immediately to: Licensing and Certification Section, Program Oversight and Compliance Branch, California Department of Health Care Services, P.O. Box 997413, MS 2703, Sacramento, CA 95899-7413, Phone: (916) 319-0985.
- v. Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Mental Health Director.
- g. If County chooses to participate in the Assisted Outpatient Treatment program (AOT) Demonstration Project Act of 2002 it shall be required to comply with all applicable statutes including, but not limited to, W&I sections 5345 through

Exhibit A
Program Specifications

5349.5, inclusive. In addition, County shall submit to DHCS any documents that DHCS requests as part of its statutory responsibilities in accordance with DMH Letter No.: 03-01 dated March 20, 2003.

- h. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31st following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (W&I section 5705, 9 CCR sections 3500, 3505). The cost report shall be certified as true and correct, by the mental health director and one of the following: the County mental health departments chief financial officer (or equivalent), and individual who has delegated authority to sign for, and reports directly to the county mental health department's chief financial officer (or equivalent), or the county's auditor-controller (or equivalent). Data submitted shall be full and complete. The County shall also submit a reconciled cost report certified by the mental health director and the county's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.

If the County does not submit the cost reports by the reporting deadlines or does not meet the other requirements, DHCS shall request a plan of correction with specific timelines (W&I §5897 (d)). If County does not submit cost reports by the reporting deadlines or the County does not meet the other requirements, DHCS may, after a hearing held with no less than 20 days-notice to the county mental health director (W&I § 5655) withhold payments from the MHS Fund until the County is in compliance with W&I section 5664.

B. THE MENTAL HEALTH SERVICES ACT PROGRAM

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to W&I section 5890. The MHSA was designed to expand California's public mental health programs and services through funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

Exhibit A
Program Specifications

DHCS shall monitor County's use of MHS Funds to ensure that the county meets the MHSA and MHS Fund requirements. (Government Code sections 11180-11182; W&I §§ 5614, 5651(c), 5717(b), 14124.2(a))

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) by December 31st following the close of the fiscal year in accordance with W&I sections 5705 and 5899, regulations and DHCS-issued guidelines. The RER shall be certified by the mental health director and the County's auditor-controller (or equivalent), using the DHCS-issued certification form. Data submitted shall be full and complete.

If County does not submit the RER by the reporting deadlines or the RER does not meet the requirements, DHCS shall request a plan of correction with specific timelines. (W&I § 5897(d)) If the RER is not timely submitted, or does not meet the requirements, DHCS may, after a hearing held with no less than 20 days- notice to the county mental health director withhold payments from the MHS Fund until the County submits a complete RER. (WIC 5655, 9 CCR 3510(c))

4) Distribution and Use of Local Mental Health Services Funds:

- a. W&I section 5891(c) provides that commencing July 1, 2012 on or before the 15th day of each month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund), established by County pursuant to W&I section 5892(f), all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.
- b. County shall allocate the monthly Local MHS Fund in accordance with W&I section 5892 as follows :
 - i. Twenty percent of the funds shall be used for prevention and early intervention (PEI) programs in accordance with W&I section 5840. The expenditure for PEI may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase.

Exhibit A
Program Specifications

- ii. The balance of funds shall be distributed to County's mental health programs for services to persons with severe mental illnesses pursuant to Part 4 of Division 5 of the W&I, (commencing with Section 5850), for the children's system of care and Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800), for the adult and older adult system of care.
 - iii. Five percent of the total funding for the County's mental health programs established pursuant to Part 3 of Division 5 of the W&I (commencing with Section 5800), Part 3.6 of Division 5 of the W&I (commencing with Section 5840), and Part 4 of Division 5 of the W&I (commencing with Section 5850) shall be utilized for innovative programs in accordance with W&I sections 5830, 5847 and 5848.
 - iv. Programs for services pursuant to Part 3 of Division 5 of the W&I (commencing with Section 5800), and Part 4 of Division 5 of the W&I (commencing with Section 5850) may include funds for technological needs and capital facilities, human resource needs, and a prudent reserve to ensure services do not have to be significantly reduced in years in which revenues are below the average of previous years. The total allocation for these purposes shall not exceed 20 percent of the average amount of funds allocated to County for the previous five years.
 - v. Allocations in Subparagraphs i. through iii. above, include funding for annual planning costs pursuant to W&I section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include moneys for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process and for the planning and implementation required for private provider contracts to be significantly expanded to provide additional services.
 - c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (W&I §§ 5813.5(b), 5878.3(a) and 9 CCR 3610(d)).
 - d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing state or county funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in W&I section 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (W&I § 5891(a))
 - e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or annual update pursuant to W&I section 5847. (W&I § 5892(g))
- 5) Three-Year Program and Expenditure Plan and Annual Updates:

Exhibit A
Program Specifications

- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) within 30 calendar days after adoption. (W&I § 5847 (a)) The three-year program and expenditure plan and annual updates shall include all of the following:
 - i. A program for Prevention and Early Intervention (PEI) in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with Section 5840). (W&I § 5847 (b)(1))
 - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with Section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with Section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (W&I § 5847 (b)(2))
 - iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800). (W&I § 5847 (b)(3))
 - iv. A program for innovations in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with Section 5830). (W&I § 5847 (b)(4)) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission.
 - v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with Section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with Section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (W&I § 5847 (b)(5))
 - vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with Section 5820) and Title 9, CCR, section 3830(b). (W&I § 5847 (b)(6))
 - vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800), Part 3.6 of Division 5 of

Exhibit A
Program Specifications

the Welfare and Institutions Code (commencing with Section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with Section 5850), during years in which revenues for the MHS Fund are below recent averages adjusted by changes in the state population and the California Consumer Price Index. (W&I § 5847 (b)(7))

- viii. Certification by County's mental health director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (W&I § 5847 (b)(8))
- ix. Certification by County's Mental Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA. (W&I § 5847 (b)(9))

- b. County shall include services in the programs described in Subparagraphs 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old, including the needs of transition age foster youth. (W&I § 5847(c))
 - c. County shall prepare expenditure plans for the programs described in Subparagraphs 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan update shall indicate the number of children, adults, and seniors to be served, and the cost per person. (W&I § 5847(e))
 - d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the California Mental Health Director's Association (W&I § 5848(c)) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.
 - e. County's three-year program and expenditure plan and annual update shall consider ways to provide services that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in state prison or parolees from state prisons. (W&I § 5813.5(f))
- 6) Planning Requirements and Stakeholder Involvement:
- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness,

Exhibit A
Program Specifications

providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (W&I § 5848(a))

- b. County's mental health board, established pursuant to W&I section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and make recommendations to County's mental health department for amendments. (W&I § 5848(b) and Title 9, CCR, § 3315)

7) County Requirements for Handling MHSA Funds

- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (W&I § 5892(f))
- b. The earnings on investment of these funds shall be available for distribution from the fund in future years. (W&I § 5892 (f))
- c. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to County which it has not spent for the authorized purpose within the three years shall revert to the State. County may retain MSHA Funds for capital facilities, technological needs, or education and training for up to 10 years before reverting to the State. (W&I § 5892(h))
- d. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in Title 2, CCR, Div. 2, Ch. 2, Subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at http://www.sco.ca.gov/pubs_guides.html. (Government Code section 30200)

8) Department Compliance Investigations:

Exhibit A
Program Specifications

DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation DHCS may inspect and copy books, records, papers, accounts, documents and any writing as defined by Evidence Code Section 250 that is pertinent or material to the investigation of the County. For purposes of this Paragraph "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code §§ 11180, 11181, 11182 and W&I Code § 14124.2)

9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:

- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (W&I § 5897(d))
- b. In accordance with Welfare and Institutions Code Section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days notice before the hearing.
- c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the W&I code or its implementing regulations, and that administrative sanctions are necessary, the Department may invoke any, or any combination of, the following sanctions:
 - 1) Withhold part or all state mental health funds from County.
 - 2) Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance. (W&I § 5655.)

C. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) PROGRAM (Title 42, United States Code, sections 290cc-21 through 290cc-35, inclusive)

Pursuant to Title 42, United State Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

Exhibit A
Program Specifications

While county mental health programs serve thousands of homeless persons with realignment funds and other local revenues, the PATH grant augments these programs by providing services to approximately 8,300 additional persons annually. The county determines its use of PATH funds based on county priorities and needs.

If County wants to receive PATH funds, it shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:
<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses in order to receive its PATH grant funds.

D. COMMUNITY MENTAL HEALTH SERVICES GRANT (MHBG) PROGRAM (Title 42, United States Code section 300x-1 et seq.)

DHCS awards federal Community Mental Health Services Block Grant funds (known as Mental Health Block Grant (MHBG)) to counties in California. The county mental health agencies provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

The MHBG funds provide the counties with a stable, flexible, and non-categorical funding base that the counties can use to develop innovative programs or augment existing programs within their SOC. The MHBG funds also assist the counties in providing an appropriate level of community mental health services to the most needy individuals in the target populations who have a mental health diagnosis, and/or individuals who have a mental health diagnosis with a co-occurring substance abuse disorder.

If County wants to receive MHBG funds, it shall submit its RFA responses and required documentation specified in DHCS' RFA. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:
<http://www.dhcs.ca.gov/services/MH/Pages/MHBG.aspx>.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses in order to receive its MHBG grant funds.

Exhibit A
Program Specifications

E. SPECIAL TERMS AND CONDITIONS

1. Audit and Record Retention

(Applicable to agreements in excess of \$10,000)

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

Exhibit A
Program Specifications

- g. County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

2. Dispute Resolution Process

- a. A Contractor/County grievance exists whenever there is a dispute arising from DHCS' action in the administration of an Agreement. If there is a dispute or grievance between County and DHCS, County must seek resolution using the procedure outlined below.
 - 1) County should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, County shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for County's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from County. The Branch Chief shall respond in writing to County indicating the decision and reasons therefore. If County disagrees with the Branch Chief's decision, County may submit an appeal to the second level.
 - 2) When appealing to the second level, County must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The County shall include a copy of the County's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with County to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to County within twenty (20) working days of receipt of the County's second level appeal.
- b. If County wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, County shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, County shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision.

3. Novation

Exhibit A
Program Specifications

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

Exhibit A, Attachment I
Request for Waiver

Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Codes

_____ hereby requests a waiver for the following public or private health facilities pursuant to Section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the state policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.
3. Name, address, and telephone number of the facility
 - Number of the facility's beds designated for involuntary treatment
 - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
 - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.
4. The County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Codes 5150, 5585.50, and 5585.55.

Execution of this Agreement shall not constitute approval of this waiver. Full execution of this contract will continue independently of the waiver review and approval process.

Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it.

To rescind the county's designation of a designated facility, the county shall send a letter to the Department on official letterhead signed by the County Behavioral Health Director or his or her designee indicating that the county no longer designates the particular facility. If not otherwise specified by the host county in the letter to the Department, the discontinuance shall be effective the date the letter to the Department is postmarked and the facility shall no longer be approved as a designated facility as of this date.

Exhibit B
Funds Provision

1. Budget Contingency Clause

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

Exhibit D
Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
 - A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
 - D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

Exhibit D
Information Confidentiality and Security Requirements

6. The Contractor shall observe the following requirements:

A. Safeguards. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

1) Personnel Controls

- a. Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- b. Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. Confidentiality Statement.** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- d. Background Check.** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2) Technical Security Controls

- a. Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- b. Server Security.** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

Exhibit D

Information Confidentiality and Security Requirements

- c. **Minimum Necessary.** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- d. **Removable media devices.** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. **Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. **Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- g. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- h. **Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- i. **System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. **Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If

Exhibit D
Information Confidentiality and Security Requirements

DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

- l. Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. Transmission encryption.** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- n. Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3) Audit Controls

- a. System Security Review.** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. Log Reviews.** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- c. Change Control.** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4) Business Continuity / Disaster Recovery Controls

- a. Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. Data Backup Plan.** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5) Paper Document Controls

- a. Supervision of Data.** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that

Exhibit D
Information Confidentiality and Security Requirements

information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

- b. Escorting Visitors.** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
 - c. Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
 - d. Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
 - e. Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
 - f. Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.
- B. Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.

Discovery and Notification of Breach. Notice to DHCS:

- (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of the contractor..

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov), then select "Privacy" in the left column and then

Exhibit D
Information Confidentiality and Security Requirements

“Business Use” near the middle of the page) or use this link:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

- C. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, the Contractor shall take:
- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- D. **Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated “DHCS Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
- E. **Written Report.** The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- F. **Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.
7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
8. **Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
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Exhibit D
Information Confidentiality and Security Requirements

See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874
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9. **Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

EXHIBIT E

PRIVACY AND INFORMATION SECURITY PROVISIONS

This Exhibit E is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit E consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA")(PHI); and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit E consists of the following parts:

1. Exhibit E-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.
2. Exhibit E-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit E-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
3. Exhibit E-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.

EXHIBIT E-1

HIPAA Business Associate Addendum

1. Recitals.

- A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."
- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".
- C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to

Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act. To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit E-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit E-2) and this Exhibit E-1 shall apply.

- D. The terms used in this Exhibit E-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

2. Definitions.

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit E-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.
- E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.
- F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of

health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.

- H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.
- I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.
- J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the

Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement.

A. Permitted Uses and Disclosures of Department PHI by Contractor.

Except as otherwise indicated in this Exhibit E-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit E-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

B. Specific Use and Disclosure Provisions. Except as otherwise indicated in this Exhibit E-1, Contractor may:

- 1) **Use and Disclose for Management and Administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit E-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

C. Prohibited Uses and Disclosures

- 1) Contractor shall not disclose Department PHI about an individual to a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).
- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

D. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.
- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions

listed in Attachment A, Data Security Requirements;

- b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 4) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.
- 5) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.
- 6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit E of which it becomes aware.
- 7) **Contractor's Agents and Subcontractors.**
 - a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit E, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such

agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

- b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:
 - i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
 - ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

8) **Availability of Information to the Department and Individuals to Provide Access and Information:**

- a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- b. If Contractor maintains an Electronic Health Record with

PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

- 9) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.
- 10) **Internal Practices.** To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
- 11) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- 12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

- a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit E-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- b. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.
- c. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “Privacy Incident Report” form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations,

including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

- f. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Scope of Work for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866-0602 Email: privacyofficer@dhcs.ca.gov Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874 Fax: (916)440-5537

- 13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:
- a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or
 - b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.
- 14) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.
- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.
- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

G. Termination.

- 1) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).

- 2) **Termination for Cause.** In accordance with 45 CFR Section 164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit E-1 by Contractor, the Department shall:
- a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or
 - b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit E-1 and cure is not possible.

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EXHIBIT E-2

Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
- 1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),
 - 2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.
 - 3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.
- C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local

Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

- D. The terms used in this Exhibit E-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions.

- A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).
- C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
- D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.
- E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
- F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

- G. “Personally Identifiable Information” (PII) shall have the meaning given to such term in the IEA and CMPPA.
- H. “Personal Information” (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).
- I. “Required by law” means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- J. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

A. Permitted Uses and Disclosures of Department PI and PII by Contractor

Except as otherwise indicated in this Exhibit E-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

B. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.

- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;

 - b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

 - c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides

DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.
- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).
- 8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - a. Initial Notice to the Department. (1) To notify the Department

immediately by telephone call or email or fax upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit E-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

- b.** Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS “Privacy Incident Report” form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select “Privacy” in the left column and then “Business Partner” near the middle of the page) or use this link:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> .
- c.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

 - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and

regulations.

- d. Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.
- e. Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- f. Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29 and as may be required under the IEA. Contractor shall bear all costs of required

notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

- g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.
- h. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Scope of Work for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: privacyofficer@dhcs.ca.gov Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

10) Designation of Individual Responsible for Security

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit E-2 and for communicating on security matters with the Department.

EXHIBIT E-3

Miscellaneous Terms and Conditions

Applicable to Exhibit E

- 1) **Disclaimer.** The Department makes no warranty or representation that compliance by Contractor with this Exhibit E, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.

- 2) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:
 - a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or
 - b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

- 3) **Judicial or Administrative Proceedings.** Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or

has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

- 4) **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- 5) **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- 6) **Interpretation.** The terms and conditions in this Exhibit E shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit E shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.
- 7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.
- 8) **Regulatory References.** A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.
- 9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit E-1, and Section 3, Item B of Exhibit E-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

- 10) **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.
- 12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.
- 13) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.
- 14) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Attachment A
Data Security Requirements

1. Personnel Controls

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
- B. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.
- D. **Background Check.** Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

- A. **Workstation/Laptop encryption.** All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as

Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.

- B. **Server Security.** Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- 1) Upper case letters (A-Z)
 - 2) Lower case letters (a-z)
 - 3) Arabic numerals (0-9)
 - 4) Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.
- I. **System Timeout.** The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.

- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. **Audit Controls**

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. **Business Continuity / Disaster Recovery Controls**

- A. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

5. **Paper Document Controls**

- A. **Supervision of Data.** Department PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Department PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
- E. **Faxing.** Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.

**Exhibit E, Attachment B
 SSA - IEA**

**INFORMATION EXCHANGE AGREEMENT
 BETWEEN
 THE SOCIAL SECURITY ADMINISTRATION (SSA)
 AND
 THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (STATE AGENCY)**

- A. PURPOSE:** The purpose of this Information Exchange Agreement (“IEA”) is to establish terms, conditions, and safeguards under which SSA will disclose to the State Agency certain information, records, or data (herein “data”) to assist the State Agency in administering certain federally funded state-administered benefit programs (including state-funded state supplementary payment programs under Title XVI of the Social Security Act) identified in this IEA. By entering into this IEA, the State Agency agrees to comply with:
- the terms and conditions set forth in the Computer Matching and Privacy Protection Act Agreement (“CMPPA Agreement”) attached as **Attachment 1**, governing the State Agency’s use of the data disclosed from SSA’s Privacy Act System of Records; and
 - all other terms and conditions set forth in this IEA.
- B. PROGRAMS AND DATA EXCHANGE SYSTEMS:** (1) The State Agency will use the data received or accessed from SSA under this IEA for the purpose of administering the federally funded, state-administered programs identified in **Table 1** below. In **Table 1**, the State Agency has identified: (a) each federally funded, state-administered program that it administers; and (b) each SSA data exchange system to which the State Agency needs access in order to administer the identified program. The list of SSA’s data exchange systems is attached as **Attachment 2**:

TABLE 1

FEDERALLY FUNDED BENEFIT PROGRAMS	
Program	SSA Data Exchange System(s)
<input checked="" type="checkbox"/> Medicaid	BENDEX/SDX/EVS/SVES/SOLQ/SVES I-Citizenship /Quarters of Coverage/Prisoner Query
<input type="checkbox"/> Temporary Assistance to Needy Families (TANF)	
<input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP- formally Food Stamps)	
<input type="checkbox"/> Unemployment Compensation (Federal)	
<input type="checkbox"/> Unemployment Compensation (State)	
<input type="checkbox"/> State Child Support Agency	
<input type="checkbox"/> Low-Income Home Energy Assistance Program (LI-HEAP)	
<input type="checkbox"/> Workers Compensation	
<input type="checkbox"/> Vocational Rehabilitation Services	



<input type="checkbox"/> Foster Care (IV-E)	
<input type="checkbox"/> State Health Insurance Program (S-CHIP)	
<input type="checkbox"/> Women, Infants and Children (W.I.C.)	
<input checked="" type="checkbox"/> Medicare Savings Programs (MSP)	LIS File
<input checked="" type="checkbox"/> Medicare 1144 (Outreach)	Medicare 1144 Outreach File
<input type="checkbox"/> <i>Other Federally Funded, State-Administered Programs (List Below)</i>	
Program	SSA Data Exchange System(s)

(2) The State Agency will use each identified data exchange system only for the purpose of administering the specific program for which access to the data exchange system is provided. SSA data exchange systems are protected by the Privacy Act and federal law prohibits the use of SSA's data for any purpose other than the purpose of administering the specific program for which such data is disclosed. In particular, the State Agency will use: (a) the **tax return data** disclosed by SSA only to determine individual eligibility for, or the amount of, assistance under a state plan pursuant to Section 1137 programs and child support enforcement programs in accordance with 26 U.S.C. § 6103(1)(8); and (b) the **citizenship status data** disclosed by SSA under the Children's Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3, only for the purpose of determining entitlement to Medicaid and CHIP program for new applicants. The State Agency also acknowledges that SSA's citizenship data may be less than 50 percent current. Applicants for SSNs report their citizenship data at the time they apply for their SSNs; there is no obligation for an individual to report to SSA a change in his or her immigration status until he or she files a claim for benefits.

C. PROGRAM QUESTIONNAIRE: Prior to signing this IEA, the State Agency will complete and submit to SSA a program questionnaire for each of the federally funded, state-administered programs checked in **Table 1** above. SSA will not disclose any data under this IEA until it has received and approved the completed program questionnaire for each of the programs identified in **Table 1** above.



D. TRANSFER OF DATA: SSA will transmit the data to the State Agency under this IEA using the data transmission method identified in **Table 2** below:

TABLE 2

TRANSFER OF DATA
<input type="checkbox"/> Data will be transmitted directly between SSA and the State Agency.
<input checked="" type="checkbox"/> Data will be transmitted directly between SSA and the California Office of Technology (State Transmission/Transfer Component ("STC")) by the File Transfer Management System, a secure mechanism approved by SSA. The STC will serve as the conduit between SSA and the State Agency pursuant to the State STC Agreement.
<input type="checkbox"/> Data will be transmitted directly between SSA and the Interstate Connection Network ("ICON"). ICON is a wide area telecommunications network connecting state agencies that administer the state unemployment insurance laws. When receiving data through ICON, the State Agency will comply with the "Systems Security Requirements for SSA Web Access to SSA Information Through the ICON," attached as Attachment 3 .

E. SECURITY PROCEDURES: The State Agency will comply with limitations on use, treatment, and safeguarding of data under the Privacy Act of 1974 (5 U.S.C. 552a), as amended by the Computer Matching and Privacy Protection Act of 1988, related Office of Management and Budget guidelines, the Federal Information Security Management Act of 2002 (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology guidelines. In addition, the State Agency will comply with SSA's "Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration," attached as **Attachment 4**. For any tax return data, the State Agency will also comply with the "Tax Information Security Guidelines for Federal, State and Local Agencies," Publication 1075, published by the Secretary of the Treasury and available at the following Internal Revenue Service (IRS) website: <http://www.irs.gov/pub/irs-pdf/p1075.pdf>. This IRS Publication 1075 is incorporated by reference into this IEA.

F. CONTRACTOR/AGENT RESPONSIBILITIES: The State Agency will restrict access to the data obtained from SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with purposes identified in this IEA. At SSA's request, the State Agency will obtain from each of its contractors and agents a current list of the employees of its contractors and agents who have access to SSA data disclosed under this IEA. The State Agency will require its contractors, agents, and all employees of such contractors or agents with authorized access to the SSA data disclosed under this IEA, to comply with the terms and conditions set forth in this IEA, and not to duplicate, disseminate, or disclose such data without obtaining SSA's prior written approval. In addition, the State Agency will comply with the limitations on use, duplication, and redisclosure of SSA data set forth in Section IX. of the CMPPA Agreement, especially with respect to its contractors and agents.



G. SAFEGUARDING AND REPORTING RESPONSIBILITIES FOR PERSONALLY IDENTIFIABLE INFORMATION ("PII"):

1. The State Agency will ensure that its employees, contractors, and agents:
 - a. properly safeguard PII furnished by SSA under this IEA from loss, theft or inadvertent disclosure;
 - b. understand that they are responsible for safeguarding this information at all times, regardless of whether or not the State employee, contractor, or agent is at his or her regular duty station;
 - c. ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected;
 - d. send emails containing PII only if encrypted or if to and from addresses that are secure; and
 - e. limit disclosure of the information and details relating to a PII loss only to those with a need to know.
2. If an employee of the State Agency or an employee of the State Agency's contractor or agent becomes aware of suspected or actual loss of PII, he or she must immediately contact the State Agency official responsible for Systems Security designated below or his or her delegate. That State Agency official or delegate must then notify the SSA Regional Office Contact and the SSA Systems Security Contact identified below. If, for any reason, the responsible State Agency official or delegate is unable to notify the SSA Regional Office or the SSA Systems Security Contact within 1 hour, the responsible State Agency official or delegate must call SSA's Network Customer Service Center ("NCSC") at 410-965-7777 or toll free at 1-888-772-6661 to report the actual or suspected loss. The responsible State Agency official or delegate will use the worksheet, attached as **Attachment 5**, to quickly gather and organize information about the incident. The responsible State Agency official or delegate must provide to SSA timely updates as any additional information about the loss of PII becomes available.
3. SSA will make the necessary contact within SSA to file a formal report in accordance with SSA procedures. SSA will notify the Department of Homeland Security's United States Computer Emergency Readiness Team if loss or potential loss of PII related to a data exchange under this IEA occurs.
4. If the State Agency experiences a loss or breach of data, it will determine whether or not to provide notice to individuals whose data has been lost or breached and bear any costs associated with the notice or any mitigation.



H. POINTS OF CONTACT:

FOR SSA

San Francisco Regional Office:

Ellery Brown
Data Exchange Coordinator
Frank Hagel Federal Building
1221 Nevin Avenue
Richmond CA 94801
Phone: (510) 970-8243
Fax: (510) 970-8101
Email: Ellery.Brown@ssa.gov

Systems Issues:

Pamela Riley
Office of Earnings, Enumeration &
Administrative Systems
DIVES/Data Exchange Branch
6401 Security Boulevard
Baltimore, MD 21235
Phone: (410) 965-7993
Fax: (410) 966-3147
Email: Pamela.Riley@ssa.gov

FOR STATE AGENCY

Agreement Issues:

Manuel Urbina
Chief, Security Unit
Policy Operations Branch
Medi-Cal Eligibility Division
1501 Capitol Avenue, MS 4607
Sacramento, CA 95814
Phone: (916) 650-0160
Email: Manuel.Urbina@dhcs.ca.gov

Data Exchange Issues:

Guy Fortson
Office of Electronic Information Exchange
GD10 East High Rise
6401 Security Boulevard
Baltimore, MD 21235
Phone: (410) 597-1103
Fax: (410) 597-0841
Email: guy.fortson@ssa.gov

Systems Security Issues:

Michael G. Johnson
Acting Director
Office of Electronic Information Exchange
Office of Strategic Services
6401 Security Boulevard
Baltimore, MD 21235
Phone: (410) 965-0266
Fax: (410) 966-0527
Email: Michael.G.Johnson@ssa.gov

Technical Issues:

Fei Collier
Chief, Application Support Branch
Information Technology Services Division
1615 Capitol Ave, MS 6100
Sacramento, CA 95814
Phone: (916) 440-7036
Email: Fei.Collier@dhcs.ca.gov

- I. **DURATION:** The effective date of this IEA is January 1, 2010. This IEA will remain in effect for as long as: (1) a CMPPA Agreement governing this IEA is in effect between SSA and the State or the State Agency; and (2) the State Agency submits a certification in accordance with Section J. below at least 30 days before the expiration and renewal of such CMPPA Agreement.



J. CERTIFICATION AND PROGRAM CHANGES: At least 30 days before the expiration and renewal of the State CMPPA Agreement governing this IEA, the State Agency will certify in writing to SSA that: (1) it is in compliance with the terms and conditions of this IEA; (2) the data exchange processes under this IEA have been and will be conducted without change; and (3) it will, upon SSA's request, provide audit reports or other documents that demonstrate review and oversight activities. If there are substantive changes in any of the programs or data exchange processes listed in this IEA, the parties will modify the IEA in accordance with Section K. below and the State Agency will submit for SSA's approval new program questionnaires under Section C. above describing such changes prior to using SSA's data to administer such new or changed program.

K. MODIFICATION: Modifications to this IEA must be in writing and agreed to by the parties.

L. TERMINATION: The parties may terminate this IEA at any time upon mutual written consent. In addition, either party may unilaterally terminate this IEA upon 90 days advance written notice to the other party. Such unilateral termination will be effective 90 days after the date of the notice, or at a later date specified in the notice.

SSA may immediately and unilaterally suspend the data flow under this IEA, or terminate this IEA, if SSA, in its sole discretion, determines that the State Agency (including its employees, contractors, and agents) has: (1) made an unauthorized use or disclosure of SSA-supplied data; or (2) violated or failed to follow the terms and conditions of this IEA or the CMPPA Agreement.

M. INTEGRATION: This IEA, including all attachments, constitutes the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this IEA. This IEA shall take precedence over any other document that may be in conflict with it.

ATTACHMENTS

- 1 – CMPPA Agreement
- 2 – SSA Data Exchange Systems
- 3 – Systems Security Requirements for SSA Web Access to SSA Information Through ICON
- 4 – Information System Security Guidelines for Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration
- 5 – PII Loss Reporting Worksheet



N. **SSA AUTHORIZED SIGNATURE:** The signatory below warrants and represents that he or she has the competent authority on behalf of SSA to enter into the obligations set forth in this IEA.

SOCIAL SECURITY ADMINISTRATION



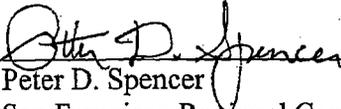
Michael G. Gallagher
Assistant Deputy Commissioner
for Budget, Finance and Management

5/13/07
Date



O. REGIONAL AND STATE AGENCY SIGNATURES:

SOCIAL SECURITY ADMINISTRATION
REGION IX



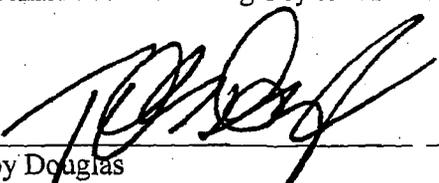
Peter D. Spencer
San Francisco Regional Commissioner

10/26/09

Date

THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

The signatory below warrants and represents that he or she has the competent authority on behalf of the State Agency to enter into the obligations set forth in this IEA.



Toby Douglas
Chief Deputy Director, Health Care Programs

10/11/09

Date



**CERTIFICATION OF COMPLIANCE
FOR
THE INFORMATION EXCHANGE AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION (SSA)
AND
THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (STATE
AGENCY)
(State Agency Level)**

In accordance with the terms of the Information Exchange Agreement (IEA/F) between SSA and the State Agency, the State Agency, through its authorized representative, hereby certifies that, as of the date of this certification:

1. The State Agency is in compliance with the terms and conditions of the IEA/F.
2. The State Agency has conducted the data exchange processes under the IEA/F without change, except as modified in accordance with the IEA/F.
3. The State Agency will continue to conduct the data exchange processes under the IEA/F without change, except as may be modified in accordance with the IEA/F.
4. Upon SSA's request, the State Agency will provide audit reports or other documents that demonstrate compliance with the review and oversight activities required under the IEA/F and the governing Computer Matching and Privacy Protection Act Agreement.
5. In compliance with the requirements of the "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration," (last updated April 2014) Attachment 4 to the IEA/F, as periodically updated by SSA, the State Agency has not made any changes in the following areas that could potentially affect the security of SSA data:
 - General System Security Design and Operating Environment
 - System Access Control
 - Automated Audit Trail
 - Monitoring and Anomaly Detection
 - Management Oversight
 - Data and Communications Security
 - Contractors of Electronic Information Exchange Partners

The State Agency will submit an updated Security Design Plan at least 30 days prior to making any changes to the areas listed above and provide updated contractor employee lists before allowing new employees' access to SSA provided data.

6. The State Agency agrees that use of computer technology to transfer the data is more economical, efficient, and faster than using a manual process. As such, the State Agency will continue to utilize data exchange to obtain data it needs to administer the programs for which it is authorized under the IEA/F. Further, before directing an individual to an SSA field office to obtain data, the State Agency will verify that the information it submitted to SSA via data exchanges is correct, and verify with the individual that the information he/she supplied is accurate. The use of electronic data exchange expedites program administration and limits SSA field office traffic.

The signatory below warrants and represents that he or she is a representative of the State Agency duly authorized to make this certification on behalf of the State Agency.

DEPARTMENT OF HEALTH CARE SERVICES OF CALIFORNIA



Toby Douglas
Director

10/31/14

Date

ATTACHMENT 1

**COMPUTER MATCHING AND PRIVACY
PROTECTION ACT AGREEMENT**

COMPUTER MATCHING AND PRIVACY PROTECTION ACT AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND
THE HEALTH AND HUMAN SERVICES AGENCY
OF CALIFORNIA

I. Purpose and Legal Authority

A. Purpose

This Computer Matching and Privacy Protection Act (CMPPA) Agreement between the Social Security Administration (SSA) and the California Health and Human Services Agency (State Agency) sets forth the terms and conditions governing disclosures of records, information, or data (collectively referred to herein as "data") made by SSA to the State Agency that administers federally funded benefit programs, including those under various provisions of the Social Security Act (Act), such as section 1137 (42 U.S.C. § 1320b-7), as well as the state-funded state supplementary payment programs under Title XVI of the Act. The terms and conditions of this Agreement ensure that SSA makes such disclosures of data, and the State Agency uses such disclosed data, in accordance with the requirements of the Privacy Act of 1974, as amended by the CMPPA of 1988, 5 U.S.C. § 552a.

Under section 1137 of the Act, the State Agency is required to use an income and eligibility verification system to administer specified federally funded benefit programs, including the state-funded state supplementary payment programs under Title XVI of the Act. To assist the State Agency in determining entitlement to and eligibility for benefits under those programs, as well as other federally funded benefit programs, SSA discloses certain data about applicants (and in limited circumstances, members of an applicant's household), for state benefits from SSA Privacy Act Systems of Records (SOR) and verifies the Social Security numbers (SSN) of the applicants.

B. Legal Authority

SSA's authority to disclose data and the State Agency's authority to collect, maintain, and use data protected under SSA SORs for specified purposes is:

- Sections 1137, 453, and 1106(b) of the Act (42 U.S.C. §§ 1320b-7, 653, and 1306(b)) (income and eligibility verification data);
- 26 U.S.C. § 6103(l)(7) and (8) (tax return data);
- Section 202(x)(3)(B)(iv) of the Act (42 U.S.C. § 402(x)(3)(B)(iv)) (prisoner data);

- Section 1611(e)(1)(I)(iii) of the Act (42 U.S.C. § 1382(e)(1)(I)(iii) (Supplemental Security Income (SSI));
- Section 205(r)(3) of the Act (42 U.S.C. § 405(r)(3)) and the Intelligence Reform and Terrorism Prevention Act of 2004, Pub. L. 108-458, § 7213(a)(2) (death data);
- Sections 402, 412, 421, and 435 of Pub. L. 104-193 (8 U.S.C. §§ 1612, 1622, 1631, and 1645) (quarters of coverage data);
- Children's Health Insurance Program Reauthorization Act of 2009 (CHIPRA), Pub. L. 111-3 (citizenship data); and
- Routine use exception to the Privacy Act, 5 U.S.C. § 552a(b)(3) (data necessary to administer other programs compatible with SSA programs).

This Agreement further carries out section 1106(a) of the Act (42 U.S.C. § 1306), the regulations promulgated pursuant to that section (20 C.F.R. Part 401), the Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the CMPPA, related Office of Management and Budget (OMB) guidelines, the Federal Information Security Management Act of 2002 (FISMA) (44 U.S.C. § 3541, et seq.), and related National Institute of Standards and Technology (NIST) guidelines, which provide the requirements that the State Agency must follow with regard to use, treatment, and safeguarding of data.

II. Scope

- A. The State Agency will comply with the terms and conditions of this Agreement and the Privacy Act, as amended by the CMPPA.
- B. The State Agency will execute one or more Information Exchange Agreements (IEA) with SSA, documenting additional terms and conditions applicable to those specific data exchanges, including the particular benefit programs administered by the State Agency, the data elements that will be disclosed, and the data protection requirements implemented to assist the State Agency in the administration of those programs.
- C. The State Agency will use the SSA data governed by this Agreement to determine entitlement and eligibility of individuals for one or more of the following programs:
 1. Temporary Assistance to Needy Families (TANF) program under Part A of Title IV of the Act;
 2. Medicaid provided under an approved State plan or an approved waiver under Title XIX of the Act;
 3. State Children's Health Insurance Program (CHIP) under Title XXI of the Act, as amended by the Children's Health Insurance Program Reauthorization Act of 2009;

4. Supplemental Nutritional Assistance Program (SNAP) under the Food Stamp Act of 1977 (7 U.S.C. § 2011, et seq.);
 5. Women, Infants and Children Program (WIC) under the Child Nutrition Act of 1966 (42 U.S.C. § 1771, et seq.);
 6. Medicare Savings Programs (MSP) under 42 U.S.C. § 1396a(10)(E);
 7. Unemployment Compensation programs provided under a state law described in section 3304 of the Internal Revenue Code of 1954;
 8. Low Income Heating and Energy Assistance (LIHEAP or home energy grants) program under 42 U.S.C. § 8621;
 9. State-administered supplementary payments of the type described in section 1616(a) of the Act;
 10. Programs under a plan approved under Titles I, X, XIV, or XVI of the Act;
 11. Foster Care and Adoption Assistance under Title IV of the Act;
 12. Child Support Enforcement programs under section 453 of the Act (42 U.S.C. § 653);
 13. Other applicable federally funded programs administered by the State Agency under Titles I, IV, X, XIV, XVI, XVIII, XIX, XX, and XXI of the Act; and
 14. Any other federally funded programs administered by the State Agency that are compatible with SSA's programs.
- D. The State Agency will ensure that SSA data disclosed for the specific purpose of administering a particular federally funded benefit program is used only to administer that program.

III. Justification and Expected Results

A. Justification

This Agreement and related data exchanges with the State Agency are necessary for SSA to assist the State Agency in its administration of federally funded benefit programs by providing the data required to accurately determine entitlement and eligibility of individuals for benefits provided under these programs. SSA uses computer technology to transfer the data because it is more economical, efficient, and faster than using manual processes.

B. Expected Results

The State Agency will use the data provided by SSA to improve public service and program efficiency and integrity. The use of SSA data expedites the application process and ensures that benefits are awarded only to applicants that satisfy the State Agency's program criteria. A cost-benefit analysis for the exchange made under this Agreement is not required in accordance with the determination by the SSA Data Integrity Board (DIB) to waive such analysis pursuant to 5 U.S.C. § 552a(u)(4)(B).

IV. Record Description

A. Systems of Records

SSA SORs used for purposes of the subject data exchanges include:

- 60-0058 -- Master Files of SSN Holders and SSN Applications;
- 60-0059 -- Earnings Recording and Self-Employment Income System;
- 60-0090 -- Master Beneficiary Record;
- 60-0103 -- Supplemental Security Income Record (SSR) and Special Veterans Benefits (SVB);
- 60-0269 -- Prisoner Update Processing System (PUPS); and
- 60-0321 -- Medicare Part D and Part D Subsidy File.

The State Agency will only use the tax return data contained in **SOR 60-0059** (Earnings Recording and Self-Employment Income System) in accordance with 26 U.S.C. § 6103.

B. Data Elements

Data elements disclosed in computer matching governed by this Agreement are Personally Identifiable Information (PII) from specified SSA SORs, including names, SSNs, addresses, amounts, and other information related to SSA benefits and earnings information. Specific listings of data elements are available at:

<http://www.ssa.gov/dataexchange/>

C. Number of Records Involved

The number of records for each program covered under this Agreement is equal to the number of Title II, Title XVI, or Title XVIII recipients resident in the State as recorded in SSA's Annual Statistical Supplement found on the Internet at:

<http://www.ssa.gov/policy/docs/statcomps/>

This number will fluctuate during the term of this Agreement, corresponding to the number of Title II, Title XVI, and Title XVIII recipients added to, or deleted from, SSA databases.

V. Notice and Opportunity to Contest Procedures

A. Notice to Applicants

The State Agency will notify all individuals who apply for federally funded, state-administered benefits under the Act that any data they provide are subject to verification through computer matching with SSA. The State Agency and SSA

will provide such notice through appropriate language printed on application forms or separate handouts.

B. Notice to Beneficiaries/Recipients/Annuitants

The State Agency will provide notice to beneficiaries, recipients, and annuitants under the programs covered by this Agreement informing them of ongoing computer matching with SSA. SSA will provide such notice through publication in the Federal Register and periodic mailings to all beneficiaries, recipients, and annuitants describing SSA's matching activities.

C. Opportunity to Contest

The State Agency will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or recipient of federally funded, state-administered benefits based on data disclosed by SSA from its SORs until the individual is notified in writing of the potential adverse action and provided an opportunity to contest the planned action. "Adverse action" means any action that results in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit. Such notices will:

1. Inform the individual of the match findings and the opportunity to contest these findings;
2. Give the individual until the expiration of any time period established for the relevant program by a statute or regulation for the individual to respond to the notice. If no such time period is established by a statute or regulation for the program, a 30-day period will be provided. The time period begins on the date on which notice is mailed or otherwise provided to the individual to respond; and
3. Clearly state that, unless the individual responds to the notice in the required time period, the State Agency will conclude that the SSA data are correct and will effectuate the threatened action or otherwise make the necessary adjustment to the individual's benefit or entitlement.

VI. Records Accuracy Assessment and Verification Procedures

Pursuant to 5 U.S.C. § 552a(p)(1)(A)(ii), SSA's DIB has determined that the State Agency may use SSA's benefit data without independent verification. SSA has independently assessed the accuracy of its benefits data to be more than 99 percent accurate when the benefit record is created.

Prisoner and death data, some of which is not independently verified by SSA, does not have the same degree of accuracy as SSA's benefit data. Therefore, the State

Agency must independently verify these data through applicable State verification procedures and the notice and opportunity to contest procedures specified in Section V of this Agreement before taking any adverse action against any individual.

Based on SSA's Office of Quality Performance "FY 2009 Enumeration Quality Review Report #2—The 'Numident' (January 2011)," the SSA Enumeration System database (the Master Files of SSN Holders and SSN Applications System) used for SSN matching is 98 percent accurate for records updated by SSA employees.

Individuals applying for SSNs report their citizenship status at the time they apply for their SSNs. There is no obligation for an individual to report to SSA a change in his or her immigration status until he or she files for a Social Security benefit. The State Agency must independently verify citizenship data through applicable State verification procedures and the notice and opportunity to contest procedures specified in Section V of this Agreement before taking any adverse action against any individual.

VII. Disposition and Records Retention of Matched Items

- A. The State Agency will retain all data received from SSA to administer programs governed by this Agreement only for the required processing times for the applicable federally funded benefit programs and will then destroy all such data.
- B. The State Agency may retain SSA data in hardcopy to meet evidentiary requirements, provided that they retire such data in accordance with applicable state laws governing the State Agency's retention of records.
- C. The State Agency may use any accretions, deletions, or changes to the SSA data governed by this Agreement to update their master files of federally funded, state-administered benefit program applicants and recipients and retain such master files in accordance with applicable state laws governing the State Agency's retention of records.
- D. The State Agency may not create separate files or records comprised solely of the data provided by SSA to administer programs governed by this Agreement.
- E. SSA will delete electronic data input files received from the State Agency after it processes the applicable match. SSA will retire its data in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

VIII. Security Procedures

The State Agency will comply with the security and safeguarding requirements of the Privacy Act, as amended by the CMPPA, related OMB guidelines, FISMA, related

NIST guidelines, and the current revision of Internal Revenue Service (IRS) Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies*, available at <http://www.irs.gov>. In addition, the State Agency will have in place administrative, technical, and physical safeguards for the matched data and results of such matches. Additional administrative, technical, and physical security requirements governing all data SSA provides electronically to the State Agency, including specific guidance on safeguarding and reporting responsibilities for PII, are set forth in the IEAs.

IX. Records Usage, Duplication, and Redisclosure Restrictions

- A. The State Agency will use and access SSA data and the records created using that data only for the purpose of verifying eligibility for the specific federally funded benefit programs identified in the IEA.
- B. The State Agency will comply with the following limitations on use, duplication, and redisclosure of SSA data:
 1. The State Agency will not use or redisclose the data disclosed by SSA for any purpose other than to determine eligibility for, or the amount of, benefits under the state-administered income/health maintenance programs identified in this Agreement.
 2. The State Agency will not extract information concerning individuals who are neither applicants for, nor recipients of, benefits under the state-administered income/health maintenance programs identified in this Agreement. In limited circumstances that are approved by SSA, the State Agency may extract information about an individual other than the applicant/recipient when the applicant/recipient has provided identifying information about the individual and the individual's income or resources affect the applicant's/recipient's eligibility for such program.
 3. The State Agency will not disclose to an applicant/recipient information about another individual (i.e., an applicant's household member) without the written consent from the individual to whom the information pertains.
 4. The State Agency will use the Federal tax information (FTI) disclosed by SSA only to determine individual eligibility for, or the amount of, assistance under a state plan pursuant to section 1137 programs and child support enforcement programs in accordance with 26 U.S.C. § 6103(l)(7) and (8). The State Agency receiving FTI will maintain all FTI from IRS in accordance with 26 U.S.C. § 6103(p)(4) and the IRS Publication 1075. Contractors and agents acting on behalf of the State Agency will only have access to tax return data where specifically authorized by 26 U.S.C. § 6103 and the current revision IRS Publication 1075.

5. The State Agency will use the citizenship status data disclosed by SSA under CHIPRA, Pub. L. 111-3, only for the purpose of determining entitlement to Medicaid and CHIP programs for new applicants.
 6. The State Agency will restrict access to the data disclosed by SSA to only those authorized State employees, contractors, and agents who need such data to perform their official duties in connection with the purposes identified in this Agreement.
 7. The State Agency will enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties whereby such contractor or agent agrees to abide by all relevant Federal laws, restrictions on access, use, and disclosure, and security requirements in this Agreement. The State Agency will provide its contractors and agents with copies of this Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing this Agreement, and thereafter at SSA's request, the State Agency will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.
 8. The State Agency's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by this Agreement may be subject to civil and criminal sanctions pursuant to applicable Federal statutes.
 9. The State Agency will conduct triennial compliance reviews of its contractor(s) and agent(s) no later than three years after the initial approval of the security certification to SSA. The State Agency will share documentation of its recurring compliance reviews with its contractor(s) and agent(s) with SSA. The State Agency will provide documentation to SSA during its scheduled compliance and certification reviews or upon request.
- C. The State Agency will not duplicate in a separate file or disseminate, without prior written permission from SSA, the data governed by this Agreement for any purpose other than to determine entitlement to, or eligibility for, federally funded benefits. The State Agency proposing the redisclosure must specify in writing to SSA what data are being disclosed, to whom, and the reasons that justify the redisclosure. SSA will not give permission for such redisclosure unless the redisclosure is required by law or essential to the conduct of the matching program and authorized under a routine use. To the extent SSA approves the requested redisclosure, the State Agency will ensure that any entity receiving the redisclosed data will comply with the procedures and limitations on use, duplication, and redisclosure of SSA data, as well as all administrative, technical, and physical security requirements governing all data SSA provides electronically to the State Agency including specific guidance on safeguarding and reporting

responsibilities for PII, as set forth in this Agreement and the accompanying IEAs.

X. Comptroller General Access

The Comptroller General (the Government Accountability Office) may have access to all records of the State Agency that the Comptroller General deems necessary to monitor and verify compliance with this Agreement in accordance with 5 U.S.C. § 552a(o)(1)(K).

XI. Duration, Modification, and Termination of the Agreement

A. Duration

1. This Agreement is effective from January 1, 2015 (Effective Date) through June 30, 2016 (Expiration Date).
2. In accordance with the CMPPA, SSA will: (a) publish a Computer Matching Notice in the Federal Register at least 30 days prior to the Effective Date; (b) send required notices to the Congressional committees of jurisdiction under 5 U.S.C. § 552a(o)(2)(A)(i) at least 40 days prior to the Effective Date; and (c) send the required report to OMB at least 40 days prior to the Effective Date.
3. Within 3 months prior the Expiration Date, the SSA DIB may, without additional review, renew this Agreement for a period not to exceed 12 months, pursuant to 5 U.S.C. § 552a(o)(2)(D), if:
 - the applicable data exchange will continue without any change; and
 - SSA and the State Agency certify to the DIB in writing that the applicable data exchange has been conducted in compliance with this Agreement.
4. If either SSA or the State Agency does not wish to renew this Agreement, it must notify the other party of its intent not to renew at least 3 months prior to the Expiration Date.

B. Modification

Any modification to this Agreement must be in writing, signed by both parties, and approved by the SSA DIB.

C. Termination

The parties may terminate this Agreement at any time upon mutual written consent of both parties. Either party may unilaterally terminate this Agreement upon 90 days advance written notice to the other party; such unilateral termination will be effective 90 days after the date of the notice, or at a later date specified in the notice.

SSA may immediately and unilaterally suspend the data flow or terminate this Agreement if SSA determines, in its sole discretion, that the State Agency has violated or failed to comply with this Agreement.

XII. Reimbursement

In accordance with section 1106(b) of the Act, the Commissioner of SSA has determined not to charge the State Agency the costs of furnishing the electronic data from the SSA SORs under this Agreement.

XIII. Disclaimer

SSA is not liable for any damages or loss resulting from errors in the data provided to the State Agency under any IEAs governed by this Agreement. Furthermore, SSA is not liable for any damages or loss resulting from the destruction of any materials or data provided by the State Agency.

XIV. Points of Contact

A. SSA Point of Contact

Regional Office

Dolores Dunnachie, Director
San Francisco Regional Office, Center for Programs Support
1221 Nevin Avenue
Richmond CA 94801
Phone: (510) 970-8444 Fax: (510) 970-8101
Dolores.Dunnachie@ssa.gov

B. State Agency Point of Contact

Sonia Herrera
California Health and Human Services Agency
1600 Ninth Street
Sacramento, CA 95814
Phone: (916) 654-3459 Fax: 916-440-5001
Sonia.Herrera@chhs.ca.gov

XV. SSA and Data Integrity Board Approval of Model CMPPA Agreement

The signatories below warrant and represent that they have the competent authority on behalf of SSA to approve the model of this CMPPA Agreement.

SOCIAL SECURITY ADMINISTRATION

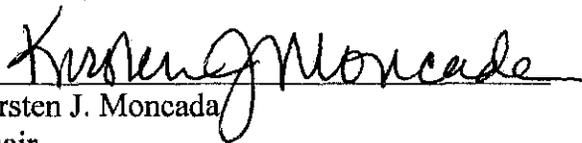


Dawn S. Wiggins
Deputy Executive Director
Office of Privacy and Disclosure
Office of the General Counsel

6-12-14

Date

I certify that the SSA Data Integrity Board approved the model of this CMPPA Agreement.



Kirsten J. Moncada
Chair
SSA Data Integrity Board

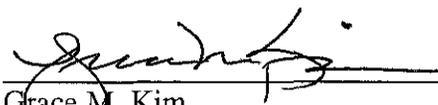
7-2-14

Date

XVI. Authorized Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agency to enter into the obligations set forth in this Agreement.

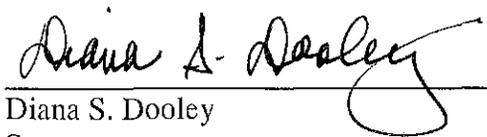
SOCIAL SECURITY ADMINISTRATION



Grace M. Kim
Regional Commissioner
San Francisco

11/6/14
Date

HEALTH AND HUMAN SERVICES AGENCY



Diana S. Dooley
Secretary

October 29, 2014
Date

ATTACHMENT 2

AUTHORIZED DATA EXCHANGE SYSTEM(S)

Attachment 2

Authorized Data Exchange System(s)

BEER (Beneficiary Earnings Exchange Record): Employer data for the last calendar year.

BENDEX (Beneficiary and Earnings Data Exchange): Primary source for Title II eligibility, benefit and demographic data.

LIS (Low-Income Subsidy): Data from the Low-Income Subsidy Application for Medicare Part D beneficiaries -- used for Medicare Savings Programs (MSP).

Medicare 1144 (Outreach): Lists of individuals on SSA roles, who may be eligible for medical assistance for: payment of the cost of Medicare cost-sharing under the Medicaid program pursuant to Sections 1902(a)(10)(E) and 1933 of the Act; transitional assistance under Section 1860D-31(f) of the Act; or premiums and cost-sharing subsidies for low-income individuals under Section 1860D-14 of the Act.

PUPS (Prisoner Update Processing System): Confinement data received from over 2000 state and local institutions (such as jails, prisons, or other penal institutions or correctional facilities) -- PUPS matches the received data with the MBR and SSR benefit data and generates alerts for review/action.

QUARTERS OF COVERAGE (QC): Quarters of Coverage data as assigned and described under Title II of the Act -- The term "quarters of coverage" is also referred to as "credits" or "Social Security credits" in various SSA public information documents, as well as to refer to "qualifying quarters" to determine entitlement to receive Food Stamps.

SDX (SSI State Data Exchange): Primary source of Title XVI eligibility, benefit and demographic data as well as data for Title VIII Special Veterans Benefits (SVB).

SOLQ/SOLQ-I (State On-line Query/State On-line Query-Internet): A real-time online system that provides SSN verification and MBR and SSR benefit data similar to data provided through SVES.

Attachment 2

SVES (State Verification and Exchange System): A batch system that provides SSN verification, MBR benefit information, and SSR information through a uniform data response based on authorized user-initiated queries. The SVES types are divided into five different responses as follows:

SVES I:	This batch provides strictly SSN verification.
SVES I/Citizenship*	This batch provides strictly SSN verification and citizenship data.
SVES II:	This batch provides strictly SSN verification and MBR benefit information
SVES III:	This batch provides strictly SSN verification and SSR/SVB.
SVES IV:	This batch provides SSN verification, MBR benefit information, and SSR/SVB information, which represents all available SVES data.

** Citizenship status data disclosed by SSA under the Children's Health Insurance Program Reauthorization Act of 2009, Pub. L. 111-3 is only for the purpose of determining entitlement to Medicaid and CHIP program for new applicants.*



ATTACHMENT 3 OMITTED

SENSITIVE DOCUMENT

ATTACHMENT 4

**ELECTRONIC INFORMATION EXCHANGE SECURITY
REQUIREMENTS AND PROCEDURES**

This document is SENSITIVE and should not be released to the public without prior authorization from DHCS.



**ELECTRONIC INFORMATION EXCHANGE
SECURITY REQUIREMENTS AND PROCEDURES
FOR
STATE AND LOCAL AGENCIES EXCHANGING
ELECTRONIC INFORMATION WITH THE SOCIAL
SECURITY ADMINISTRATION**

SENSITIVE DOCUMENT

**VERSION 6.0.2
April 2014**

Table of Contents

1. [Introduction](#)
2. [Electronic Information Exchange Definition](#)
3. [Roles and Responsibilities](#)
4. [General Systems Security Standards](#)
5. [Systems Security Requirements](#)
 - 5.1 [Overview](#)
 - 5.2 [General System Security Design and Operating Environment](#)
 - 5.3 [System Access Control](#)
 - 5.4 [Automated Audit Trail](#)
 - 5.5 [Personally Identifiable Information](#)
 - 5.6 [Monitoring and Anomaly Detection](#)
 - 5.7 [Management Oversight and Quality Assurance](#)
 - 5.8 [Data and Communications Security](#)
 - 5.9 [Incident Reporting](#)
 - 5.10 [Security Awareness and Employee Sanctions](#)
 - 5.11 [Contractors of Electronic Information Exchange Partners](#)
6. [General--Security Certification and Compliance Review Programs](#)
 - 6.1 [The Security Certification Program](#)
 - 6.2 [Documenting Security Controls in the Security Design Plan](#)
 - 6.2.1 [When the SDP and Risk Assessment are Required](#)
 - 6.3 [The Certification Process](#)
 - 6.4 [The Compliance Review Program and Process](#)
 - 6.5.1 [EIEP Compliance Review Participation](#)
 - 6.5.2 [Verification of Audit Samples](#)
 - 6.6 [Scheduling the Onsite Review](#)
7. [Additional Definitions](#)
8. [Regulatory References](#)
9. [Frequently Asked Questions](#)
10. [Diagrams](#)
 - [Flow Chart of the OIS Certification Process](#)
 - [Flow Chart of the OIS Compliance Review Process](#)
 - [Compliance Review Decision Matrix](#)

RECEIVING ELECTRONIC INFORMATION FROM THE SOCIAL SECURITY ADMINISTRATION

1. Introduction

The law requires the Social Security Administration (SSA) to maintain oversight and assure the protection of information it provides to its *Electronic Information Exchange Partners* (EIEP). EIEPs are entities that have information exchange agreements with SSA.

The overall aim of this document is twofold. First, to ensure that SSA can properly certify EIEPs as compliant by the SSA security requirements, standards, and procedures expressed in this document before we grant access to SSA information in a production environment. Second, to ensure that EIEPs continue to adequately safeguard electronic information provided to them by SSA.

This document (which SSA considers SENSITIVE¹ and should only be shared with those who need it to ensure SSA-provided information is safeguarded), describes the security requirements, standards, and procedures EIEPs must meet and implement to obtain information from SSA electronically. This document helps EIEPs understand criteria that SSA uses when evaluating and certifying the system design and security features used for electronic access to SSA-provided information.

The addition, elimination, and modification of security control factors determine which level of security and due diligence SSA requires for the EIEP to mitigate risks. The emergence of new threats, attack methods, and the availability of new technology warrants frequent reviews and revisions to our System Security Requirements (SSR). Consequently, EIEPs should expect SSA's System Security Requirements to evolve in concert with the industry.

EIEPs must comply with SSA's most current SSRs to gain access to SSA-provided data. SSA will work with its partners to resolve deficiencies that occur subsequent to, and after, approval for access if updates to our security requirements cause an agency to be uncompliant. EIEPs may proactively ensure their ongoing compliance with the SSRs by periodically requesting the most current SSR package from their SSA contact. Making periodic adjustments is often necessary.

2. Electronic Information Exchange Definition

For discussion purposes herein, Electronic Information Exchange (EIE) is any electronic process in which SSA discloses information under its control to any third party for any purpose, without the specific consent of the subject individual or agent acting on his or her behalf. EIE involves individual data transactions and data files processed within the systems of parties to electronic information sharing agreements with SSA. These processes include direct terminal access or DTA to SSA systems, batch processing, and variations thereof (e.g., online query) regardless of the systematic method used to accomplish the activity or to interconnect SSA with the EIEP.

¹ Sensitive data - "any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. Section 552a (The Privacy Act), but that has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept classified in the interest of national defense or foreign policy but is to be protected in accordance with the requirements of the Computer Security Act of 1987 (P.L.100-235)."

3. Roles and Responsibilities

The SSA **Office of Information Security (OIS)** has agency-wide responsibility for interpreting, developing, and implementing security policy; providing security and integrity review requirements for all major SSA systems; managing SSA's fraud monitoring and reporting activities; developing and disseminating security training and awareness materials; and providing consultation and support for a variety of agency initiatives. SSA's security reviews ensure that external systems receiving information from SSA are secure and operate in a manner consistent with SSA's Information Technology (IT) security policies and in compliance with the terms of electronic information sharing agreements executed by SSA with outside entities. Within the context of SSA's security policies and the terms of electronic information sharing agreements with SSA's EIEPs, OIS exclusively conducts and brings to closure initial security certifications and periodic security compliance reviews of EIEPs that process, maintain, transmit, or store SSA-provided information in accordance with pertinent Federal requirements which include the following (see also [Regulatory References](#)):

- a. The **Federal Information Security Management Act (FISMA)** requires the protection of "Federal information in contractor systems, including those systems operated by state and local governments."
- b. The Social Security Administration requires EIEPs to adhere to the policies, standards, procedures, and directives published in this Systems Security Requirements (SSR) document.

Personally Identifiable Information (PII), covered under several Federal laws and statutes, is information about an individual including, but not limited to, personal identifying information including the Social Security Number (SSN).

The data (last 4 digits of the SSN) that SSA provides to its EIEPs for purposes of the Help America Vote Act (HAVA) does not identify a specific individual; therefore, is not "PII" as defined by the Act.

However, SSA is diligent in discharging its responsibility for establishing *appropriate* administrative, technical, and physical safeguards to ensure the security, confidentiality, and availability of its records and to protect against any anticipated threats or hazards to their security or integrity.

NOTE: Disclosure of Federal Tax Information (FTI) is limited to certain Federal agencies and state programs supported by federal statutes under Sections 1137, 453, and 1106 of the Social Security Act. For information regarding safeguards for protecting FTI, consult IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies.

The SSA Regional **Data Exchange Coordinators** (DECs) serve as a bridge between SSA and state EIEPs. In the security arena, DECs assist OIS in coordinating data exchange security review activities with state and local EIEPs; e.g., they provide points of contact with state agencies, assist in setting up security reviews, etc. DECs are also the first points of contact for states if an employee of a state agency or an employee of a state agency's contractor or

agent becomes aware of a suspected or actual loss of SSA-provided Personally Identifiable Information (PII).

4. General Systems Security Standards



EIEPs that request and receive information electronically from SSA must comply with the following general systems security standards concerning access to and control of SSA-provided information.

NOTE: EIEPs may not create separate files or records comprised solely of the information provided by SSA.

- a. EIEPs must ensure that means, methods, and technology used to process, maintain, transmit, or store SSA-provided information neither prevents nor impedes the EIEP's ability to
 - safeguard the information in conformance with SSA requirements,
 - efficiently investigate fraud, data breaches, or security events that involve SSA-provided information, or
 - detect instances of misuse or abuse of SSA-provided information

For example, utilization of cloud computing may have the potential to jeopardize an EIEP's compliance with the terms of their agreement or SSA's associated system security requirements and procedures.

- b. EIEPs must use the electronic connection established between the EIEP and SSA only in support of the current agreement(s) between the EIEP and SSA.
- c. EIEPs must use the software and/or devices provided to the EIEP only in support of the current agreement(s) between the EIEP and SSA.
- d. SSA prohibits modifying any software or devices provided to the EIEPs by SSA.
- e. EIEPs must ensure that SSA-provided information is not processed, maintained, transmitted, or stored in or by means of data communications channels, electronic devices, computers, or computer networks located in geographic or virtual areas not subject to U.S. law.
- f. EIEPs must restrict access to the information to authorized users who need it to perform their official duties.

NOTE: Contractors and agents (hereafter referred to as contractors) of the EIEP who process, maintain, transmit, or store SSA-provided information are held to the same security requirements as employees of the EIEP. Refer to the section [Contractors of Electronic Information Exchange Partners](#) in the [Systems Security Requirements](#) for additional information.

- g. EIEPs must store information received from SSA in a manner that, at all times, is physically and electronically secure from access by unauthorized persons.

- h. The EIEP must process SSA-provided information under the immediate supervision and control of authorized personnel.
- i. EIEPs must employ both physical and technological safeguards to prevent unauthorized retrieval of SSA-provided information via computer, remote terminal, or other means.
- j. EIEPs must have formal PII incident response procedures. When faced with a security incident caused by malware, unauthorized access, software issues, or acts of nature, the EIEP must be able to respond in a manner that protects SSA-provided information affected by the incident.
- k. EIEPs must have an active and robust employee security awareness program, which is mandatory for all employees who access SSA-provided information.
- l. EIEPs must advise employees with access to SSA-provided information of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in the applicable Federal and state laws.
- m. At its discretion, SSA or its designee must have the option to conduct onsite security reviews or make other provisions to ensure that EIEPs maintain adequate security controls to safeguard the information we provide.

5. Systems Security Requirements

5.1 Overview

SSA must certify that the EIEP has implemented controls that meet the requirements and work as intended, before we will authorize initiating transactions to and from SSA through batch data exchange processes or online processes such as State Online Query (SOLQ) or Internet SOLQ (SOLQ-I).

The Technical Systems Security Requirements (TSSRs) address management, operational, and technical aspects of security safeguards to ensure only the authorized disclosure and use of SSA-provided information by SSA's EIEPs.

SSA recommends that the EIEP develop and publish a comprehensive Systems Security Policy document that specifically addresses:

- the classification of information processed and stored within the network,
- administrative controls to protect the information stored and processed within the network,
- access to the various systems and subsystems within the network,
- Security Awareness Training,
- Employee Sanctions Policy,

- Incident Response Policy, and
- the disposal of protected information and sensitive documents derived from the system or subsystems on the network.

SSA's systems security requirements represent the current state-of-the-practice security controls, safeguards, and countermeasures required for Federal information systems by Federal regulations, statutes, standards, and guidelines. Additionally, SSA's systems security requirements also include organizationally defined interpretations, policies, and procedures mandated by the authority of the Commissioner of Social Security in areas when or where other cited authorities may be silent or non-specific.

5.2 General System Security Design and Operating Environment

EIEPs must provide descriptions and explanations of their overall system design, configuration, security features, and operational environment and include explanations of how they conform to SSA's requirements. Explanations must include the following:

- Descriptions of the operating environment(s) in which the EIEP will utilize, maintain, and transmit SSA-provided information
- Descriptions of the business process(es) in which the EIEP will use SSA-provided information
- Descriptions of the physical safeguards employed to ensure that unauthorized personnel cannot access SSA-provided information and details of how the EIEP keeps audit information pertaining to the use and access to SSA-provided information and associated applications readily available
- Descriptions of electronic safeguards, methods, and procedures for protecting the EIEP's network infrastructure and for protecting SSA-provided information while in transit, in use within a process or application, and at rest (stored or not in use)
- Descriptions of how the EIEP prevents unauthorized retrieval of SSA-provided information by computer, remote terminal, or other means, including descriptions of security software other than access control software (e.g., security patch and anti-malware software installation and maintenance, etc.)
- Descriptions of how the configurations of devices (e.g., servers, workstations, and portable devices) involving SSA-provided information comply with recognized industry standards and SSA's system security requirements
- Description of how the EIEP implements adequate security controls (e.g., passwords enforcing sufficient construction strength to defeat or minimize risk-based identified vulnerabilities)

5.3 System Access Control

EIEPs must utilize and maintain technological (logical) access controls that limit access to SSA-provided information and associated transactions and functions to only those users, processes acting on behalf of authorized users, or devices (including other information systems) authorized for such access based on their official duties or purpose(s). EIEPs must employ a recognized user access security software package (e.g. RAC-F, ACF-2, TOP SECRET) or a security software design which is equivalent to such products. The access control software must utilize personal identification numbers (PIN) and passwords or Biometric identifiers in combination with the user's system identification code (userID). The access control software must employ and enforce (1) PIN/password, and/or (2) PIN/biometric identifier, and/or (3) SmartCard/biometric identifier, etc., for authenticating users).

Depending on the computing platform (e.g., client/server (PC), mainframe) and the access software implementation, the terms "PIN" and "user system identification code (userID)" may be, for practical purposes, synonymous. For example, the PIN/password combination may be required for access to an individual's PC after which, the userID/password combination may be required for access to a mainframe application. A biometric identifier may supplant one element in the pair of those combinations. **SSA strongly recommends Two-Factor Authentication.**

The EIEP's implementation of the control software must comply with recognized industry standards. Password policies should enforce sufficient construction strength (length and complexity) to defeat or minimize risk-based identified vulnerabilities and ensure limitations for password repetition. Technical controls should enforce periodic password changes based on a risk-based standard (e.g., maximum password age of 90 days, minimum password age of 3 – 7 days) and enforce automatic disabling of user accounts that have been inactive for a specified period of time (e.g., 90 days).

The EIEP's password policies must also require more stringent password construction (e.g., passwords greater than eight characters in length requiring upper and lower case letters, numbers, and special characters; password phrases) for the user accounts of persons, processes, or devices whose functions require access privileges in excess of those of ordinary users.

EIEPs must have management control and oversight of the function of authorizing individual user access to SSA-provided information and to oversee the process of issuing and managing access control PINs, passwords, biometric identifiers, etc. for access to the EIEP's system.

The EIEP's systems access rules must cover least privilege and individual accountability. The EIEP's rules should include procedures for access to sensitive information and transactions and functions related to it. Procedures should include control of transactions by permissions module, the assignment and limitation of system privileges, disabling accounts of separated employees (e.g., within 24 hours), individual accountability, work at home, dial-up access, and connecting to the Internet.

5.4 Automated Audit Trail

SSA requires EIEPs to implement and maintain a fully automated audit trail system (ATS). The system must be capable of creating, storing, protecting, and efficiently retrieving and collecting records identifying the individual user who initiates a request for information from SSA or accesses SSA-provided information. At a minimum, individual audit trail records must contain the data needed (including date and time stamps) to associate each query transaction or access to SSA-provided information with its initiator, their action, if any, and the relevant business purpose/process (e.g., SSN verification for Medicaid). Each entry in the audit file must be stored as a separate record, not overlaid by subsequent records. The Audit Trail System must create transaction files to capture all input from interactive internet applications which access or query SSA-provided information.

If a State Transmission Component (STC) handles and audits the EIEP's transactions with SSA, the EIEP is responsible for ensuring that the STC's audit capabilities meet SSA's requirements for an automated audit trail system. The EIEP must also establish a process to obtain specific audit information from the STC regarding the EIEP's SSA transactions.

Access to the audit file must be restricted to authorized users with a "need to know." Audit file data must be unalterable (read-only) and maintained for a minimum of three (preferably seven) years. Information in the audit file must be retrievable by an automated method. EIEPs must have the capability to make audit file information available to SSA upon request. EIEPs must back-up audit trail records on a regular basis to ensure their availability. EIEPs must apply the same level of protection to backup audit files that apply to the original files.

If the EIEP retains SSA-provided information in a database (e.g., Access database, SharePoint, etc.), or if certain data elements within the EIEP's system indicate to users that SSA verified the information, the EIEP's system must also capture an audit trail record of users who viewed SSA-provided information stored within the EIEP's system. The retrieval requirements for SSA-provided information at rest and the retrieval requirements for regular transactions are identical.

5.5 Personally Identifiable Information (PII)

PII is any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. An item such as date and place of birth, mother's maiden name, or father's surname is PII, regardless of whether combined with other data.

SSA defines a **PII loss** as a circumstance when SSA has reason to believe that information on hard copy or in electronic format, which contains PII provided by SSA, left the EIEP's custody or the EIEP disclosed it to an unauthorized individual or entity. PII loss is a reportable incident (refer to [Incident Reporting](#)).

If a PII loss involving SSA-provided information occurs or is suspected, the EIEP must be able to quantify the extent of the loss and compile a complete list of the individuals potentially affected by the incident (refer to [Incident Reporting](#)).

5.6 Monitoring and Anomaly Detection

SSA recommends that EIEPs use an Intrusion Protection System (IPS) or an Intrusion Detection System (IDS). The EIEP must establish and/or maintain continuous monitoring of its network infrastructure and assets to ensure the following:

- The EIEP's security controls continue to be effective over time
- Only authorized individuals, devices, and processes have access to SSA-provided information
- The EIEP detects efforts by external and internal entities, devices, or processes to perform unauthorized actions (i.e., data breaches, malicious attacks, access to network assets, software/hardware installations, etc.) as soon as they occur
- The necessary parties are immediately alerted to unauthorized actions performed by external and internal entities, devices, or processes
- Upon detection of unauthorized actions, measures are immediately initiated to prevent or mitigate associated risk
- In the event of a data breach or security incident, the EIEP can efficiently determine and initiate necessary remedial actions
- The trends, patterns, or anomalous occurrences and behavior in user or network activity that may be indicative of potential security issues are readily discernible

The EIEP's system must include the capability to prevent employees from unauthorized browsing of SSA records. SSA strongly recommends the use of a transaction-driven **permission module design**, whereby employees are unable to initiate transactions not associated with the normal business process. If the EIEP uses such a design, they then need anomaly detection to detect and monitor employee's unauthorized attempts to gain access to SSA-provided information and attempts to obtain information from SSA for clients not in the EIEP's client system. The EIEP should employ measures to ensure the permission module's integrity. Users should not be able to create a bogus case and subsequently delete it in such a way that it goes undetected.

If the EIEP's design does not **currently** use a permission module **and** is not transaction-driven, until at least one of these security features exists, the EIEP must develop and implement **compensating security controls** to deter employees from browsing SSA records. These controls must include monitoring and anomaly detection features, either systematic, manual, or a combination thereof. Such features must include the capability to detect anomalies in the volume and/or type of transactions or queries requested or initiated by individuals and include systematic or manual procedures for verifying that requests and queries of SSA-provided information comply with valid official business purposes. The system must also produce reports that allow management and/or supervisors to monitor user activity, such as the following:

- **User ID Exception Reports:**

This type of report captures information about users who enter incorrect user IDs when attempting to gain access to the system or to the transaction that initiates requests for information from SSA, including failed attempts to enter a password.

- **Inquiry Match Exception Reports:**

This type of report captures information about users who may be initiating transactions for SSNs that have no client case association within the EIEP's system **(the EIEP's management should review 100 percent of these cases)**.

- **System Error Exception Reports:**

This type of report captures information about users who may not understand or may be violating proper procedures for access to SSA-provided information.

- **Inquiry Activity Statistical Reports:**

This type of report captures information about transaction usage patterns among authorized users and is a tool which enables the EIEP's management to monitor typical usage patterns in contrast to extraordinary usage patterns.

The EIEP must have a process for distributing these monitoring and exception reports to appropriate local managers/supervisors or to local security officers. The process must ensure that only those whose responsibilities include monitoring anomalous activity of users, to include those who have exceptional system rights and privileges, use the reports.

5.7 Management Oversight and Quality Assurance

The EIEP must establish and/or maintain ongoing management oversight and quality assurance capabilities to ensure that only authorized employees have access to SSA-provided information. They must ensure ongoing compliance with the terms of the EIEP's electronic information sharing agreement with SSA and the SSRs established for access to SSA-provided information. The entity responsible for management oversight must consist of one or more of the EIEP's management officials whose job functions include responsibility to ensure that the EIEP only grants access to the appropriate employees and position types which require SSA-provided information to do their jobs.

The EIEP must ensure that employees granted access to SSA-provided information receive adequate training on the sensitivity of the information, associated safeguards, operating procedures, and the penalties for misuse.

SSA recommends that EIEPs establish the following job functions and require that employees tasked with these job functions do not also share the same job functions as personnel who request or use information from SSA.

- Perform periodic self-reviews to monitor the EIEP's ongoing usage of SSA-provided information.
- Perform random sampling of work activity that involves SSA-provided information to determine if the access and usage comply with SSA's requirements.

5.8 Data and Communications Security

EIEPs must encrypt PII and SSA-provided information when transmitting across dedicated communications circuits between its systems, intrastate communications between its local office locations, and on the EIEP's mobile computers, devices and removable media. The EIEP's encryption methods should align with the Standards established by the National Institute of Standards and Technology (NIST). SSA recommends the Advanced Encryption Standard (AES) or triple DES (Data Encryption Standard 3), if AES is unavailable, encryption method for securing SSA-provided information during transport. Files encrypted for external users (when using tools such as Microsoft WORD encryption,) require a key length of nine characters. We also recommend that the key (also referred to as a *password*) contain both special characters and a number. SSA requires that the EIEP deliver the key so that the key does not accompany the media. The EIEP must secure the key when not in use or unattended.

SSA discourages the use of the public Internet for transmission of SSA-provided information. If however, the EIEP uses the public Internet or other electronic communications, such as emails and faxes to transmit SSA-provided information, they must use a secure encryption protocol such as Secure Socket Layer (SSL) or Transport Layer Security (TLS). SSA also recommends 256-bit encryption protocols or more secure methods such as Virtual Private Network technology. The EIEP should only send data to a secure address or device to which the EIEP can control and limit access to only specifically authorized individuals and/or processes. **SSA recommends that EIEPs use Media Access Control (MAC) Filtering and Firewalls to protect access points from unauthorized devices attempting to connect to the network.**

EIEPs should not retain SSA-provided information any longer than business purpose(s) dictate. The Information Exchange Agreement with SSA stipulates a time for data retention. The EIEP should delete, purge, destroy, or return SSA-provided information when the business purpose for retention no longer exists.

The EIEP may not save or create separate files comprised solely of information provided by SSA. The EIEP may apply specific SSA-provided information to the EIEP's matched record from a preexisting data source. Federal law prohibits duplication and redisclosure of SSA-provided information without written approval. The prohibition applies to both internal and external sources who do not have a "need-to-know²." **SSA recommends that EIEPs use either Trusted Platform Module (TPM) or Hardware Security Module (HSM) technology solutions to encrypt data at rest on hard drives and other data storage media.**

EIEPs must prevent unauthorized disclosure of SSA-provided information after they complete processing and after the EIEP no longer requires the information. The EIEP's operational processes must ensure that no residual SSA-provided information remains on the hard drives of user's workstations after the user exits the application(s) that use SSA-provided information. If the EIEP must send a computer, hard drive, or other computing or storage device offsite for repair, the EIEP must have a non-disclosure clause in their contract with the vendor. If the EIEP used the item in connection with a business process that involved SSA-provided information and the vendor will retrieve or may view SSA-provided information during servicing, SSA reserves the right to inspect

² Need-to-know - access to the information must be necessary for the conduct of one's official duties.

the EIEP's vendor contract. The EIEP must remove SSA-provided information from electronic devices before sending it to an external vendor for service. SSA expects the EIEP to render it unrecoverable or destroy the electronic device if they do not need to recover the data. The same applies to excessed, donated, or sold equipment placed into the custody of another organization.

To sanitize media, the EIEP should use one of the following methods:

- **Overwriting**

Overwrite utilities can only be used on working devices. Overwriting is appropriate only for devices designed for multiple reads and writes. The EIEP should overwrite disk drives, magnetic tapes, floppy disks, USB flash drives, and other rewriteable media. The overwrite utility must completely overwrite the media. SSA recommends the use of [purging](#) media sanitization to make the data irretrievable and to protect data against laboratory attacks or forensics. Please refer to [Definitions](#) for more information regarding [Media Sanitization](#)). Reformatting the media does not overwrite the data.

- **Degaussing**

Degaussing is a sanitization method for magnetic media (e.g., disk drives, tapes, floppies, etc.). Degaussing is not effective for purging non-magnetic media (e.g., optical discs). Degaussing requires a certified tool designed for particular types of media. Certification of the tool is required to ensure that the magnetic flux applied to the media is strong enough to render the information irretrievable. The degaussing process must render data on the media irretrievable by a laboratory attack or laboratory forensic procedures (refer to [Definitions](#) for more information regarding [Media Sanitization](#)).

- **Physical destruction**

Physical destruction is the method when degaussing or over-writing cannot be accomplished (for example, CDs, floppies, DVDs, damaged tapes, hard drives, damaged USB flash drives, etc.). Examples of physical destruction include shredding, pulverizing, and burning.

State agencies may retain SSA-provided information in hardcopy only if required to fulfill evidentiary requirements, provided the agencies retire such data in accordance with applicable state laws governing retention of records. The EIEP must control print media containing SSA-provided information to restrict its access to authorized employees who need such access to perform their official duties. EIEPs must destroy print media containing SSA-provided information in a secure manner when it is no longer required for business purposes. The EIEP should destroy paper documents that contain SSA-provided information by burning, pulping, shredding, macerating, or other similar means that ensure the information is unrecoverable.

NOTE: Hand tearing or lining through documents to obscure information does not meet SSA's requirements for appropriate destruction of PII.

The EIEP must employ measures to ensure that communications and data furnished to SSA contain no viruses or other malware.

Special Note: If SSA-provided information will be stored in a commercial

cloud, please provide the name and address of the cloud provider. Also, please describe the security features contractually required of the cloud provider to protect SSA-provided information.

5.9 Incident Reporting

SSA requires EIEPs to develop and implement policies and procedures to respond to data breaches or PII losses. You must explain how your policies and procedures conform to SSA's requirements. The procedures must include the following information:

*If the EIEP experiences or suspects a breach or loss of PII or a security incident, which includes SSA-provided information, they must notify the State official responsible for Systems Security designated in the agreement. That State official or delegate must then notify the SSA Regional Office Contact and the SSA Systems Security Contact identified in the agreement. If, for any reason, the responsible State official or delegate is unable to notify the SSA Regional Office or the SSA Systems Security Contact **within one hour**, the responsible State Agency official or delegate must report the incident by contacting **SSA's National Network Service Center (NNSC) toll free at 877-697-4889** (select "Security and PII Reporting" from the options list). The EIEP will provide updates as they become available to the SSA contact, as appropriate. Refer to the worksheet provided in the agreement to facilitate gathering and organizing information about an incident.*

The EIEP must agree to absorb all costs associated with notification and remedial actions connected to security breaches, if SSA determines that the risk presented by the breach or security incident requires the notification of the subject individuals. **SSA recommends that EIEPs seriously consider establishing incident response teams to address PII breaches.**

5.10 Security Awareness and Employee Sanctions

The EIEP must designate a department or party to take the responsibility to provide ongoing security awareness training for employees who access SSA-provided information. Training must include:

- The sensitivity of SSA-provided information and address the Privacy Act and other Federal and state laws governing its use and misuse
- Rules of behavior concerning use and security in systems processing SSA-provided information
- Restrictions on viewing and/or copying SSA-provided information
- The employee's responsibility for proper use and protection of SSA-provided information including its proper disposal
- Security incident reporting procedures
- Basic understanding of procedures to protect the network from malware attacks

- Spoofing, Phishing, and Pharming scam prevention
- The possible sanctions and penalties for misuse of SSA-provided information

SSA requires the EIEP to provide security awareness training to all employees and contractors who access SSA-provided information. The training should be annual, mandatory, and certified by the personnel who receive the training. SSA also requires the EIEP to certify that each employee or contractor who views SSA-provided data also certify that they understand the potential criminal and administrative sanctions or penalties for unlawful disclosure.

5.11 Contractors of Electronic Information Exchange Partners



As previously stated in [The General Systems Security Standards](#), contractors of the EIEP must adhere to the same security requirements as employees of the EIEP. The EIEP is responsible for the oversight of its contractors and the contractor's compliance with the security requirements. The EIEP will enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties, whereby such contractors or agents agree to abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements in this Agreement.

The EIEP's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by this Agreement may be subject to both civil and criminal sanctions pursuant to applicable Federal statutes. The EIEP will provide its contractors and agents with copies of this Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing this Agreement, and thereafter at SSA's request, the EIEP will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.

The EIEP must be able to provide proof of the contractual agreement. If the contractor processes, handles, or transmits information provided to the EIEP by SSA or has authority to perform on the EIEP's behalf, the EIEP should clearly state the specific roles and functions of the contractor. The EIEP will provide SSA written certification that the contractor is meeting the terms of the agreement, including SSA security requirements. The certification will be subject to our final approval before redisclosing our information.

The EIEP must also require that contractors who will process, handle, or transmit information provided to the EIEP by SSA sign an agreement with the EIEP that obligates the contractor to follow the terms of the EIEP's data exchange agreement with SSA. The EIEP or the contractor must provide a copy of the data exchange agreement to each of the contractor's employees before disclosing data and make certain that the contractor's employees receive the same security awareness training as the EIEP's employees. The EIEP should maintain awareness-training records for the contractor's employees and require the same annual certification procedures.

The EIEP will be required to conduct the review of contractors and is responsible for ensuring compliance of its contractors with security and privacy requirements and limitations. As such, the EIEP will subject the contractor to ongoing security compliance

reviews that must meet SSA standards. The EIEP will conduct compliance reviews at least triennially commencing no later than three (3) years after the approved initial security certification to SSA; and must provide SSA with written documentation of recurring compliance reviews, with the contractor, subject to our approval.

If the EIEP's contractor will be involved with the processing, handling, or transmission of information provided to the EIEP by SSA offsite from the EIEP, the EIEP must have the contractual option to perform onsite reviews of that offsite facility to ensure that the following meet SSA's requirements:

- o safeguards for sensitive information
- o computer system safeguards
- o security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and redisclosure of SSA-provided information
- o continuous monitoring of the EIEP contractors' network infrastructures and assets

6. General -- Security Certification and Compliance Review Programs

SSA's security certification and compliance review programs are distinct processes. The certification program is a one-time process when an EIEP initially requests electronic access to SSA-provided information. The certification process entails two rigorous stages intended to ensure that technical, management, and operational security measures work as designed. SSA must ensure that the EIEPs fully conform to SSA's security requirements and satisfy both stages of the certification process before SSA will permit online access to its data in a production environment.

The compliance review program, however, ensures that the suite of security measures implemented by an EIEP to safeguard SSA-provided information remains in full compliance with SSA's security standards and requirements. The compliance review program applies to both online and batch access to SSA-provided information. Under the compliance review program, EIEPs are subject to ongoing and periodic security reviews by SSA.

6.1 The Security Certification Program

The security certification process applies to EIEPs that seek online electronic access to SSA information and consists of two general phases:

- Phase One: The Security Design Plan (SDP) phase is a formal written plan authored by the EIEP to comprehensively document its technical and non-technical security controls to safeguard SSA-provided information (refer to [Documenting Security Controls in the Security Design Plan](#)).

NOTE: SSA may have legacy EIEPs (EIEPs not certified under the current process) who have not prepared an SDP. OIS strongly recommends that these EIEPs prepare an SDP.

The EIEP's preparation and maintenance of a current SDP will aid them in determining potential compliance issues prior to reviews, assuring continued compliance with SSA's security requirements, and providing for

more efficient security reviews.

- Phase 2: The SSA Onsite Certification phase is a formal onsite review conducted by SSA to examine the full suite of technical and non-technical security controls implemented by the EIEP to safeguard data obtained from SSA electronically (refer to [The Certification Process](#)).

6.2 Documenting Security Controls in the Security Design Plan (SDP)

6.2.1 When the SDP and Risk Assessment are Required

EIEPs must submit an SDP and a security risk assessment (RA) for evaluation when one or more of the following circumstances apply. The RA must be in electronic format. It must include discussion of the measures planned or implemented to mitigate risks identified by the RA and (as applicable) risks associated with the circumstances below:

- to obtain approval for requested access to SSA-provided information for an initial agreement
- to obtain approval to reestablish previously terminated access to SSA-provided data
- to obtain approval to implement a new operating or security platform that will involve SSA-provided information
- to obtain approval for significant changes to the EIEP's organizational structure, technical processes, operational environment, data recovery capabilities, or security implementations planned or made since approval of their most recent SDP or of their most recent successfully completed security review
- to confirm compliance when one or more security breaches or incidents involving SSA-provided information occurred since approval of the EIEP's most recent SDP or of their most recent successfully completed security review
- to document descriptions and explanations of measures implemented as the result of a data breach or security incident
- to document descriptions and explanations of measures implemented to resolve non-compliance issue(s)
- to obtain a new approval after SSA revoked approval of the most recent SDP

SSA may require a new SDP if changes occurred (other than those listed above) that may affect the terms of the EIEP's information sharing agreement with SSA.

SSA will not approve the SDP or allow the initiation of transactions and/or access to SSA-provided information before the EIEP complies with the SSRs.

An SDP must satisfactorily document the EIEP's compliance with all of SSA's SSRs in order to provide the minimum level of security acceptable to SSA for its EIEP's access to SSA-provided information.

EIEP's must correct deficiencies identified through the evaluation of the SDP and submit a revised SDP that incorporates descriptions and explanations of the measures implemented to

eliminate the deficiencies. SSA cannot grant access to SSA-provided information until the EIEP corrects the deficiencies, documents the SDP, and SSA approves the revisions. The EIEP will communicate the implementation of corrective actions to SSA on a regular basis. SSA will withhold final approval until the EIEP can rectify all deficiencies.

SSA may revoke the approval of the EIEP's SDP and its access to SSA-provided information if we learn the EIEP is non-compliant with one or more SSRs. The EIEP must submit a revised SDP, which incorporates descriptions and explanations of the measures the EIEP will implement to resolve the non-compliance issue(s). The EIEP must communicate the progress of corrective action(s) to SSA on a regular basis. SSA will consider the EIEP in non-compliant status until resolution of the issue(s), the EIEP's SDP documents the corrections, and we approve the SDP. If, within a reasonable time as determined by SSA, the EIEP is unable to rectify a deficiency determined by SSA to present a substantial risk to SSA-provided information or to SSA, SSA will withhold approval of the SDP and discontinue the flow of SSA-provided information.

NOTE: EIEPs that function only as an STC, transferring SSA-provided information to other EIEPs must, per the terms of their agreements with SSA, adhere to SSA's System Security Requirements (SSR) and exercise their responsibilities regarding protection of SSA-provided information.

6.3 The Certification Process

Once the EIEP has successfully satisfied Phase 1, SSA will conduct an onsite certification review. The objective of the onsite review is to ensure the EIEP's non-technical and technical controls safeguard SSA-provided information from misuse and improper disclosure and that those safeguards function and work as intended.

At its discretion, SSA may request that the EIEP participate in an onsite review and compliance certification of their security infrastructure.

The onsite review may address any or all of SSA's security requirements and include, when appropriate:

- a demonstration of the EIEP's implementation of each requirement
- random sampling of audit records and transactions submitted to SSA
- a walkthrough of the EIEP's data center to observe and document physical security safeguards
- a demonstration of the EIEP's implementation of electronic exchange of data with SSA
- discussions with managers/supervisors
- examination of management control procedures and reports (e.g., anomaly detection reports, etc.)
- demonstration of technical tools pertaining to user access control and if appropriate, browsing prevention, specifically:
 - If the design is based on a permission module or similar design, or it is transaction driven, the EIEP will demonstrate how the system triggers requests for information from SSA.

- If the design is based on a permission module, the EIEP will demonstrate how the process for requests for SSA-provided information prevent SSNs not present in the EIEP's system from sending requests to SSA. We will attempt to obtain information from SSA using at least one, randomly created, fictitious number not known to the EIEPs system.

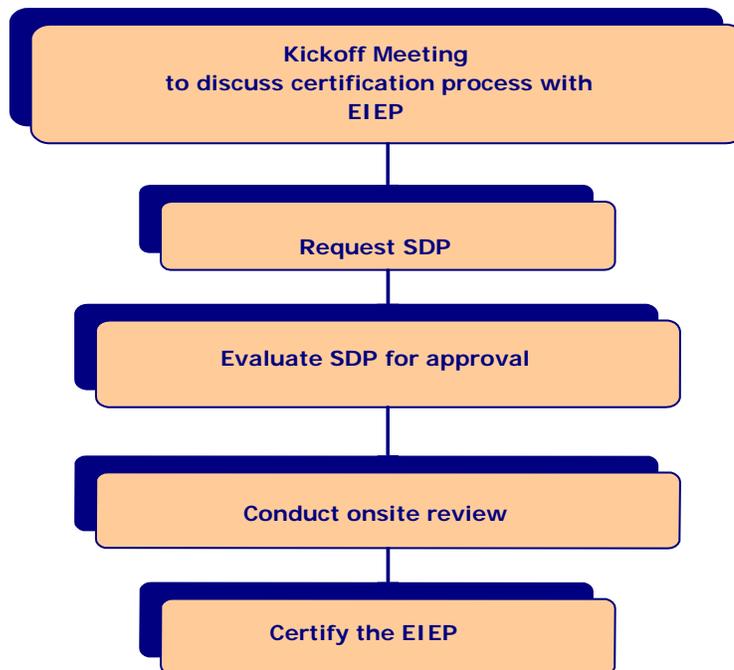
During a certification or compliance review, SSA or a certifier acting on its behalf, may request a demonstration of the EIEP's audit trail system (ATS) and its record retrieval capability. The certifier may request a demonstration of the ATS' capability to track the activity of employees who have the potential to access SSA-provided information within the EIEP's system. The certifier may request more information from those EIEPs who use an STC to handle and audit transactions. We will conduct a demonstration to see how the EIEP obtains audit information from the STC regarding the EIEP's SSA transactions.

If an STC handles and audits an EIEP's transactions, SSA requires the EIEP to demonstrate both their own in-house audit capabilities and the process used to obtain audit information from the STC.

If the EIEP employs a contractor who processes, handles, or transmits the EIEP's SSA-provided information offsite, SSA, at its discretion, may include the contractor's facility in the onsite certification review. The inspection may occur with or without a representative of the EIEP.

Upon successful completion of the onsite certification exercise, SSA will authorize electronic access to production data by the EIEP. SSA will provide written notification of its certification to the EIEP and all appropriate internal SSA components.

The following is a high-level flow chart of the OIS Certification Process: [🔗](#)

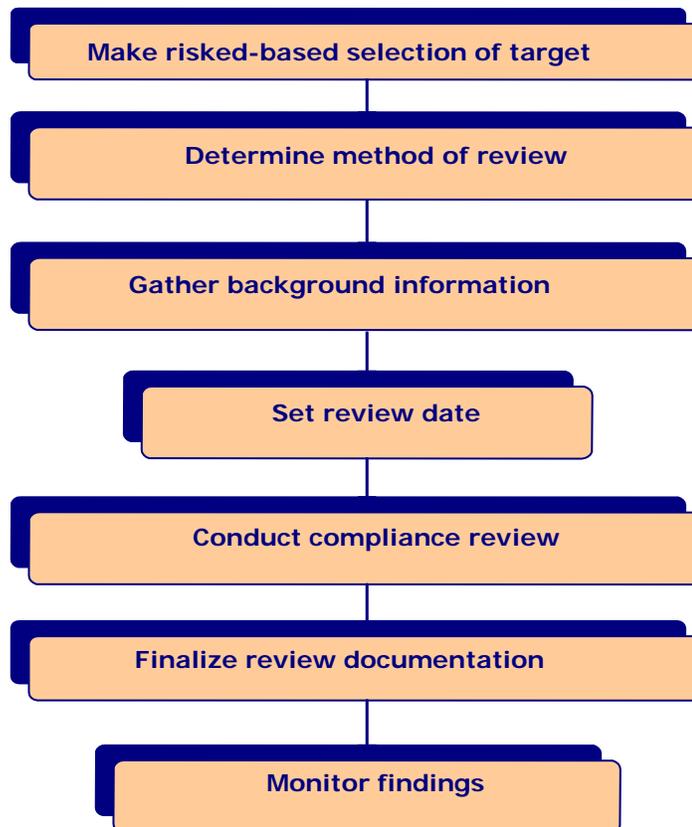


6.5 The Compliance Review Program and Process [🔗](#)

Similar to the certification process, the compliance review program entails a rigorous process intended to ensure that EIEPs who receive electronic information from SSA are in full compliance with the Agency's security requirements and standards. As a practice, SSA attempts to conduct compliance reviews following a two to five year periodic review schedule. However, as circumstances warrant, a review may take place at any time. Three prominent examples that would trigger an ad hoc review are:

- a significant change in the outside EIEP's computing platform
- a violation of any of SSA's systems security requirements
- an unauthorized disclosure of SSA information by the EIEP

The following is a high-level flow chart of the OIS Compliance Review Process: [🔗](#)



SSA may conduct onsite compliance reviews and include both the EIEP's main facility and a field office.

SSA may, also at its discretion, request that the EIEP participate in an onsite compliance review of their security infrastructure to confirm the implementation of SSA's security requirements.

The onsite review may address any or all of SSA's security requirements and include, where appropriate:

- a demonstration of the EIEP's implementation of each requirement
- random sampling of audit records and transactions submitted to SSA
- a walkthrough of the EIEP's data center to observe and document physical security safeguards
- a demonstration of the EIEP's implementation of online exchange of data with SSA
- discussions with managers/supervisors
- examination of management control procedures and reports (e.g. anomaly detection reports, etc.)
- demonstration of technical tools pertaining to user access control and, if appropriate, browsing prevention:
 - If the design uses a permission module or similar design, or is transaction driven, the EIEP will demonstrate how the system triggers requests for information from SSA.
 - If the design uses a permission module, the EIEP will demonstrate the process used to request SSA-provided information and prevent the EIEP's system from processing SSNs not present in the EIEP's system. We can accomplish this by attempting to obtain information from SSA using at least one, randomly created, fictitious number not known to the EIEP's system.

SSA may, at its discretion, perform an onsite or remote review for reasons including, but not limited to the following:

- the EIEP has experienced a security breach or incident involving SSA-provided information
- the EIEP has unresolved non-compliance issue(s)
- to review an offsite contractor's facility that processes SSA-provided information
- the EIEP is a legacy organization that has not yet been through SSA's security certification and compliance review programs
- the EIEP requested that SSA perform an IV & V (Independent Verification and Validation review)

During the compliance review, SSA, or a certifier acting on its behalf, may request a demonstration of the system's audit trail and retrieval capability. The certifier may request a demonstration of the system's capability for tracking the activity of employees who view SSA-provided information within the EIEP's system. The certifier may request EIEPs that have STCs that handle and audit transactions with SSA to demonstrate the process used to obtain audit information from the STC.

If an STC handles and audits the EIEP's transactions with SSA, we may require the EIEP to demonstrate both their in-house audit capabilities and the processes used to obtain audit information from the STC regarding the EIEP's transactions with SSA.

If the EIEP employs a contractor who will process, handle, or transmit the EIEP's SSA-provided information offsite, SSA, at its discretion, may include in the onsite compliance review an onsite inspection of the contractor's facility. The inspection may occur with or without a representative of the EIEP. The format of the review in routine circumstances (i.e., the compliance review is not being conducted to address a special circumstance, such as a disclosure violation) will generally consist of reviewing and updating the EIEP's compliance with the systems security requirements described above in this document. At the conclusion of the review, SSA will issue a formal report to appropriate EIEP personnel. The Final Report will address findings and recommendations from SSA's compliance review, which includes a plan for monitoring each issue until closure.

NOTE: SSA handles documentation provided for compliance reviews as sensitive information. The information is only accessible to authorized individuals who have a need for the information as it relates to the EIEP's compliance with its electronic information sharing agreement with SSA and the associated system security requirements and procedures. SSA will not retain the EIEP's documentation any longer than required. SSA will delete, purge, or destroy the documentation when the retention requirement expires.

The following is a high-level example of the analysis that aids SSA in making a preliminary determination as to which review format is appropriate. We may also use additional factors to determine whether SSA will perform an onsite or remote compliance review.

- **High/Medium Risk Criteria**

- undocumented closing of prior review finding(s)
- implementation of technical/operational controls that affect security of SSA-provided information (e.g. implementation of new data access method)
- PII breach

- **Low Risk Criteria**

- no prior review finding(s) or prior finding(s) documented as closed
- no implementation of technical/operational controls that impact security of SSA-provided information (e.g. implementation of new data access method)
- no PII breach

6.5.1 EIEP Compliance Review Participation

SSA may request to meet with the following persons during the compliance review:

- a sample of managers and/or supervisors responsible for enforcing and monitoring ongoing compliance to security requirements and procedures to assess their level of training to monitor their employee's use of SSA-provided information, and for reviewing reports and taking necessary action
- the individuals responsible for performing security awareness and employee sanction functions to learn how you fulfill this requirement
- a sample of the EIEP's employees to assess their level of training and understanding of the requirements and potential sanctions applicable to the use and misuse of SSA-provided information

- the individual(s) responsible for management oversight and quality assurance functions to confirm how your agency accomplishes this requirement
- additional individuals as deemed appropriate by SSA

6.5.2 Verification of Audit Samples [↗](#)

Prior to or during the compliance review, SSA will present to the EIEP a sampling of transactions previously submitted to SSA for verification. SSA requires the EIEP to verify whether each transaction was, per the terms of their agreement with SSA, legitimately submitted by a user authorized to do so.

SSA requires the EIEP to provide a written attestation of the transaction review results. The document must provide:

- confirmation that each sample transaction located in the EIEP's audit file submitted by its employee(s) was for legitimate and authorized business purposes
- an explanation for each sample transaction located in the EIEP's audit file(s) determined to have been unauthorized
- an explanation for each sample transaction not found in the EIEP's ATS

When SSA provides the sample transactions to the EIEP, detailed instructions will be included. Only an official responsible for the EIEP is to provide the attestation.

6.6 Scheduling the Onsite Review [↗](#)

SSA will not schedule the onsite review until we approve the EIEP's SDP. SSA will send approval notification via email. There is no prescribed period for arranging the subsequent onsite review (***certification review*** for an EIEP requesting initial access to SSA-provided information for an initial agreement or ***compliance review*** for other EIEPs). Unless there are compelling circumstances precluding it, the onsite review will follow as soon as reasonably possible.

However, the scheduling of the onsite review may depend on additional factors including:

- the reason for submission of a plan
- the severity of security issues, if any
- circumstances of the previous review, if any
- SSA workload considerations

Although the scheduling of the review is contingent upon approval of the SDP, SSA may perform an onsite review prior to approval if we determine that it is necessary to complete our evaluation of a plan.

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7. Additional Definitions [↻](#)

Back Button:

Refers to a button on a web browser's toolbar, the *backspace button* on a computer keyboard, a programmed keyboard button or mouse button, etc., that returns a user to a previously visited web page or application screen.

Breach:

Refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where unauthorized persons have access or potential access to PII or Covered Information, whether physical, electronic, or in spoken word or recording.

Browsing:

Requests for or queries of SSA-provided information for purposes not related to the performance of official job duties.

Choke Point:

The firewall between a local network and the Internet is a choke point in network security, because any attacker would have to come through that channel, which is typically protected and monitored.

Cloud Computing:

The term refers to Internet-based computing derived from the cloud drawing representing the Internet in computer network diagrams. Cloud computing providers deliver on-line and on-demand Internet services. Cloud Services normally use a browser or Web Server to deliver and store information.

Cloud Computing (NIST SP 800-145 Excerpt):

Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This cloud model is composed of five essential characteristics, three service models, and four deployment models.

Essential Characteristics:

On-demand self-service - A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.

Broad network access - Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g.,

mobile phones, tablets, laptops, and workstations).

Resource pooling - The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.

Rapid elasticity - Capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly outward and inward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.

Measured service - Cloud systems automatically control and optimize resource use by leveraging a metering capability¹ at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.

Service Models:

Software as a Service (SaaS) - The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure². The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Platform as a Service (PaaS) - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages, libraries, services, and tools supported by the provider.³ The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.

Infrastructure as a Service (IaaS) - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Deployment Models:

Private cloud - The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.

Community cloud - The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.

Public cloud - The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.

Hybrid cloud - The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds).

1 Typically this is done on a pay-per-use or charge-per-use basis.

2 A cloud infrastructure is the collection of hardware and software that enables the five essential characteristics of cloud computing. The cloud infrastructure can be viewed as containing both a physical layer and an abstraction layer. The physical layer consists of the hardware resources that are necessary to support the cloud services being provided, and typically includes server, storage and network components. The abstraction layer consists of the software deployed across the physical layer, which manifests the essential cloud characteristics. Conceptually the abstraction layer sits above the physical layer.

3 This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources.

Cloud Drive:

A cloud drive is a Web-based service that provides storage space on a remote server.

Cloud Audit:

Cloud Audit is a specification developed at Cisco Systems, Inc. that provides cloud computing service providers a standard way to present and share detailed, automated statistics about performance and security.

Commingling:

Commingling is the creation of a common database or repository that stores and maintains both SSA-provided and preexisting EIEP PII.

Degaussing:

Degaussing is the method of using a "special device" (i.e., a device that generates a magnetic field) in order to disrupt magnetically recorded information. Degaussing can be effective for purging damaged media and media with exceptionally large storage capacities. Degaussing is not effective for purging non-magnetic media (e.g., optical discs).

Dial-up:

Sometimes used synonymously with *dial-in*, refers to digital data transmission over the wires of a local telephone network.

Function:

One or more persons or organizational components assigned to serve a particular purpose, or perform a particular role. The purpose, activity, or role assigned to one or more persons or organizational components.

Hub:

As it relates to electronic data exchange with SSA, a hub is an organization, which serves as an electronic information conduit or distribution collection point. The term Hub is interchangeable with the terms "StateTransmission Component," "State Transfer Component," or "STC."

ICON:

Interstate Connection Network (various entities use 'Connectivity' rather than 'Connection')

IV & V:

Independent Verification and Validation

Legacy System:

A term usually referring to a corporate or organizational computer system or network that utilizes outmoded programming languages, software, and/or hardware that typically no longer receives support from the original vendors or developers.

Manual Transaction:

A user-initiated operation (also referred to as a "user-initiated transaction"). This is the opposite of a system-generated automated process.

Example: A user enters a client's information including the client's SSN and presses the "ENTER" key to acknowledge that input of data is complete. A new screen appears with multiple options, which include "VERIFY SSN" and

"CONTINUE". The user has the option to verify the client's SSN or perform alternative actions.

Media Sanitization:

- Disposal: Refers to the discarding (e.g., recycling) of media that contains no sensitive or confidential data.
- Clearing: This type of media sanitization is adequate for protecting information from a robust keyboard attack. Clearing must prevent retrieval of information by data, disk, or file recovery utilities. Clearing must be resistant to keystroke recovery attempts executed from standard input devices and from data scavenging tools. For example, overwriting is an acceptable method for clearing media. Deleting items, however, is not sufficient for clearing.

This process may include overwriting all addressable locations of the data, as well as its logical storage location (e.g., its file allocation table). The aim of the overwriting process is to replace or obfuscate existing information with random data. Most rewriteable media may be cleared by a single overwrite. This method of sanitization is not possible on un-writeable or damaged media.

- Purging: This type of media sanitization is a process that protects information from a laboratory attack. The terms *clearing* and *purging* are sometimes synonymous. However, for some media, clearing is not sufficient for purging (i.e., protecting data from a laboratory attack). Although most re-writeable media requires a single overwrite, purging may require multiple rewrites using different characters for each write cycle. This is because a laboratory attack involves threats with the capability to employ non-standard assets (e.g., specialized hardware) to attempt data recovery on media outside of that media's normal operating environment.

Degaussing is also an example of an acceptable method for purging magnetic media. The EIEP should destroy media if purging is not a viable method for sanitization.

- Destruction: Physical destruction of media is the most effective form of sanitization. Methods of destruction include burning, pulverizing, and shredding. Any residual medium should be able to withstand a laboratory attack.

Permission module:

A utility or subprogram within an application, which automatically enforces the relationship of a request for or query of SSA-provided information to an authorized process or transaction before initiating a transaction. For example, requests for verification of an SSN for issuance of a driver's license happens automatically from within a state driver's license application. The System will not allow a user to request information from SSA unless the EIEP's client system contains a record of the subject individual's SSN.

Screen Scraping:

Screen scraping is normally associated with the programmatic collection of visual data from a source. Originally, screen scraping referred to the practice of reading text data from a computer display terminal's screen. This involves reading the terminal's memory through its auxiliary port, or by connecting the terminal output port of one computer system to an input port on another. The term screen scraping is synonymous with the term bidirectional exchange of data.

A screen scraper might connect to a legacy system via Telnet, emulate the keystrokes needed to navigate the legacy user interface, process the resulting display output, extract the desired data, and pass it on to a modern system.

More modern screen scraping techniques include capturing the bitmap data from a screen and running it through an optical character reader engine, or in the case of graphical user interface applications, querying the graphical controls by programmatically obtaining references to their underlying programming objects.

Security Breach:

An act from outside an organization that bypasses or violates security policies, practices, or procedures.

Security Incident:

A security incident happens when a fact or event signifies the possibility that a breach of security may be taking place, or may have taken place. All threats are security incidents, but not all security incidents are threats.

Security Violation:

An act from within an organization that bypasses or disobeys security policies, practices, or procedures.

Sensitive data:

Any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest of the conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

SMDS (Switched Multimegabit Data Service (SMDS):

SMDS is a telecommunications service that provides connectionless, high-performance, packet-switched data transport. Although not a protocol, it supports standard protocols and communications interfaces using current technology.

SSA-provided data/information:

Synonymous with "SSA-supplied data/information." Defines information under the control of SSA that is provided to an external entity under the terms of an information exchange agreement with SSA. The following are examples of

SSA-provided data/information:

- SSA's response to a request from an EIEP for information from SSA (e.g., date of death)
- SSA's response to a query from an EIEP for verification of an SSN

SSA data/information:

This term, sometimes used interchangeably with "SSA-provided data/information", denotes

information under the control of SSA that is provided to an external entity under the terms of an information exchange agreement with SSA. However, "**SSA data/information**" also includes information provided to the EIEP by a source other than SSA, but which the EIEP attests to that SSA verified it, or the EIEP couples the information with data from SSA as to to certify the accuracy of the information. The following are examples of SSA information:

- SSA's response to a request from an EIEP for information from SSA (e.g., date of death)
- SSA's response to a query from an EIEP for verification of an SSN
- Display by the EIEP of SSA's response to a query for verification of an SSN **and** the associated SSN provided by SSA
- Display by the EIEP of SSA's response to a query for verification of an SSN **and** the associated SSN provided to the EIEP by a source other than SSA
- Electronic records that contain only SSA's response to a query for verification of an SSN **and** the associated SSN whether provided to the EIEP by SSA or a source other than SSA

SSN:

Social Security Number

STC:

A State Transmission/Transfer Component is an organization that performs as an electronic information conduit or collection point for one or more other entities (also referred to as a hub).

System-generated transaction:

A transaction automatically triggered by an automated system process.

Example: A user enters a client's information including the client's SSN on an input screen and presses the "ENTER" key to acknowledge that input of data is complete. An automated process then matches the SSN against the organization's database and when the systems finds no match, automatically sends an electronic request for verification of the SSN to SSA.

Systems process:

The Term "Systems Process" refers to a software program module that runs in the background within an automated batch, online, or other process.

Third Party:

This term pertains to an entity (person or organization) provided access to SSA-provided information by an EIEP or other SSA business partner for which one or more of the following apply:

- is not stipulated access to SSA-provided information by an information-sharing agreement between an EIEP and SSA
- has no information-sharing agreement with SSA
- SSA does not directly authorize access to SSA-provided information

Transaction-driven:

This term pertains to an automatically initiated online query of or request for SSA information by an automated transaction process (e.g., driver license issuance, etc.). The query or request will only occur the automated process meets prescribed conditions.

Uncontrolled transaction:

This term pertains to a transaction that falls outside a permission module. An uncontrolled transaction is not subject to a systematically enforced relationship between an authorized process or application and an existing client record.

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8. Regulatory References



Federal Information Processing Standards

(FIPS) Publications Federal Information

Security Management Act of 2002 (FISMA)

Homeland Security Presidential Directive

(HSPD-12)

National Institute of Standards and Technology (NIST) Special Publications

Office of Management and Budget (OMB) Circular A-123, *Management's Responsibility for Internal Control*

Office of Management and Budget (OMB) Circular A-130, Appendix III, *Management of Federal Information Resources*

Office of Management and Budget (OMB) Memo M-06-16, *Protection of Sensitive Agency Information, June 23, 2006*

Office of Management and Budget (OMB) Memo M-07-16, *Memorandum for the Heads of Executive Departments and Agencies May 22, 2007*

Office of Management and Budget (OMB) Memo M-07-17, *Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007*

Privacy Act of 1974

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9. Frequently Asked Questions (Click links for answers or additional information)

1. Q: What is a [breach](#) of data?
A: Refer also to [Security Breach](#), [Security Incident](#), and [Security Violation](#).
2. Q: What is employee [browsing](#)?
A: Requests for or queries of SSA-provided information for purposes not related to the performance of official job duties
3. Q: Okay, so the SDP was submitted. Can the Onsite Review be scheduled now?
A: Refer to [Scheduling the Onsite Review](#).
4. Q: What is a "[Permission Module](#)"?
A: A utility or subprogram within an application, which automatically enforces the relationship of a request for or query of SSA-provided information to an authorized process or transaction before initiating a transaction. For example, if requests for verification of an SSN for issuance of a driver's license happens automatically from within a state driver's license application. The System will not allow a user to request information from SSA unless the EIEP's client system contains a record of the subject individual's SSN.
5. Q: What is meant by [Screen Scraping](#)?
A: Screen scraping is normally associated with the programmatic collection of visual data from a source. Originally, screen scraping referred to the practice of reading text data from a computer display terminal's screen. This involves reading the terminal's memory through its auxiliary port, or by connecting the terminal output port of one computer system to an input port on another. The term screen scraping is synonymous with the term bidirectional exchange of data.

A screen scraper might connect to a legacy system via Telnet, emulate the keystrokes needed to navigate the legacy user interface, process the resulting display output, extract the desired data, and pass it on to a modern system.

More modern screen scraping techniques include capturing the bitmap data from a screen and running it through an optical character reader engine, or in the case of graphical user interface applications, querying the graphical controls by programmatically obtaining references to their underlying programming objects.
6. Q: When does an EIEP have to submit an SDP?
A: Refer to [When the SDP and RA are Required](#).
7. Q: Does an EIEP have to submit an SDP when the agreement is

renewed?

A: The EIEP does not have to submit an SDP **because** the agreement between the EIEP and SSA was renewed. There are, however, circumstances that require an EIEP to submit an SDP. Refer to [When the SDP and RA are Required](#).

8. Q: Is it acceptable to save SSA data with a verified indicator on a (EIEP) workstation if the EIEP uses an encrypted hard drive? If not, what options does the agency have?

A: There is no problem with an EIEP saving SSA-provided information on the encrypted hard drives of computers used to process SSA data if the EIEP retains the information only as provided for in the EIEP's data-sharing agreement with SSA. Refer to [Data and Communications Security](#).

9. Q: Does SSA allow EIEPs to use caching of SSA-provided information on the EIEP's workstations?

A: Caching during processing is not a problem. However, SSA-provided information must clear from the cache when the user exits the application. Refer to [Data and Communications Security](#).

10. Q: What does the term "interconnections to other systems" mean?

A: As used in SSA's system security requirements document, the term "interconnections" is the same as the term "connections."

11. Q: Is it acceptable to submit the SDP as a .PDF file?

A: No, it is not. The document must remain editable.

12. Q: Should the EIEP write the SDP from the standpoint of my agency's SVES access itself, or from the standpoint of access to all data provided to us by SSA?

A: The SDP is to encompass your agency's electronic access to SSA-provided information as per the electronic data sharing agreement between your agency and SSA. Refer to [Developing the SDP](#).

13. Q: If we have a "transaction-driven" system, do we still need a permission module? If employees cannot initiate a query to SSA, why would we need the permission module?

A: "Transaction driven" basically means that queries automatically submit requests (and it might depend on the transaction). Depending on the system's design, queries might not be automatic or it may still permit manual transactions. A system may require manual transactions to correct an error. SSA does not prohibit manual transactions if an ATS properly tracks such transactions. If a "transaction-driven" system permits any type of alternate access; it still requires a permission module, even if it restricts users from performing manual transactions. If the system does **not** require the user to be in a particular application or the query to be for an existing record in the EIEP's system **before** the system will allow a query to go through to SSA, it would still need a permission module.

14. Q: What is an Onsite Compliance Review?

A: The Onsite Compliance Review is the process wherein SSA performs periodic site visits to its Electronic Information Exchange Partners (EIEP) to certify whether the EIEP's technical, managerial, and operational security measures for protecting data obtained electronically from SSA continue to conform to the terms of the EIEP's data sharing agreements with SSA and SSA's associated system security requirements and procedures. Refer to the [Compliance Review Program and Process](#).

15. Q: What are the criteria for performing an Onsite Compliance Review?

A: The following are criteria for performing the Onsite Compliance Review:

- EIEP initiating new access or new access method for obtaining information from SSA
- EIEP's cyclical review (previous review was performed remotely)
- EIEP has made significant change(s) in its operating or security platform involving SSA-provided information
- EIEP experienced a breach of SSA-provided personally identifying information (PII)
- EIEP has been determined to be high-risk

Refer also to the [Review Determination Matrix](#).

16. Q: What is a Remote Compliance Review?

A: The Remote Compliance Review is when SSA conducts the meetings remotely (e.g., via conference calls). SSA schedules conference calls with its EIEPs to determine whether the EIEPs technical, managerial, and operational security measures for protecting data obtained electronically from SSA continue to conform to the terms of the EIEP's data sharing agreements with SSA and SSA's associated system security requirements and procedures. Refer to the [Compliance Review Program and Process](#).

17. Q: What are the criteria for performing a Remote Compliance Review?

A: The EIEP must satisfy the following criteria to qualify for a Remote Compliance Review:

- EIEP's cyclical review (SSA's previous review yielded no findings or the EIEP satisfactorily resolved cited findings)
- EIEP has made no significant change(s) in its operating or security platform involving SSA-provided information
- EIEP has not experienced a breach of SSA-provided personally identifiable information (PII) since its previous compliance review.
- SSA rates the EIEP as a low-risk agency or state

Refer also to the [Review Determination Matrix](#)

ATTACHMENT 5

**WORKSHEET FOR REPORTING LOSS OR POTENTIAL LOSS
OF PERSONALLY IDENTIFIABLE INFORMATION**

ATTACHMENT 5

09/27/06

Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information

1. Information about the individual making the report to the NCSC:

Name:					
Position:					
Deputy Commissioner Level Organization:					
Phone Numbers:					
Work:		Cell:		Home/Other:	
E-mail Address:					
Check one of the following:					
Management Official		Security Officer		Non-Management	

2. Information about the data that was lost/stolen:

Describe what was lost or stolen (e.g., case file, MBR data):

Which element(s) of PII did the data contain?

Name		Bank Account Info	
SSN		Medical/Health Information	
Date of Birth		Benefit Payment Info	
Place of Birth		Mother's Maiden Name	
Address		Other (describe):	

Estimated volume of records involved:

3. How was the data physically stored, packaged and/or contained?

Paper or Electronic? (circle one):

If Electronic, what type of device?

Laptop		Tablet		Backup Tape		Blackberry	
Workstation		Server		CD/DVD		Blackberry Phone #	
Hard Drive		Floppy Disk		USB Drive			
Other (describe):							

ATTACHMENT 5

09/27/06

Additional Questions if Electronic:

	<u>Yes</u>	<u>No</u>	<u>Not Sure</u>
a. Was the device encrypted?			
b. Was the device password protected?			
c. If a laptop or tablet, was a VPN SmartCard lost?			
Cardholder's Name:			
Cardholder's SSA logon PIN:			
Hardware Make/Model:			
Hardware Serial Number:			

Additional Questions if Paper:

	<u>Yes</u>	<u>No</u>	<u>Not Sure</u>
a. Was the information in a locked briefcase?			
b. Was the information in a locked cabinet or drawer?			
c. Was the information in a locked vehicle trunk?			
d. Was the information redacted?			
e. Other circumstances:			

- 4. If the employee/contractor who was in possession of the data or to whom the data was assigned is not the person making the report to the NCSC (as listed in #1), information about this employee/contractor:**

Name:					
Position:					
Deputy Commissioner Level Organization:					
Phone Numbers:					
Work:		Cell:		Home/Other:	
E-mail Address:					

- 5. Circumstances of the loss:**
- a. When was it lost/stolen?
 - b. Brief description of how the loss/theft occurred:
 - c. When was it reported to SSA management official (date and time)?
- 6. Have any other SSA components been contacted? If so, who? (Include deputy commissioner level, agency level, regional/associate level component names)**

ATTACHMENT 5

09/27/06

7. Which reports have been filed? (include FPS, local police, and SSA reports)

Report Filed	<u>Yes</u>	<u>No</u>	<u>Report Number</u>
Federal Protective Service			
Local Police			
	Yes	No	
SSA-3114 (Incident Alert)			
SSA-342 (Report of Survey)			
Other (describe)			

8. Other pertinent information (include actions under way, as well as any contacts with other agencies, law enforcement or the press):

CCC-307

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.

<i>Contractor/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 of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §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,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace 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. (Gov. Code §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. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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.

Current State Employees (Pub. Contract Code §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.
- 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.

Former State Employees (Pub. Contract Code §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. (Pub. Contract Code §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. (Pub. Contract Code §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.)

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.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

Departments: EMS

TIME REQUIRED

SUBJECT Employment of Robert Rooks as
Temporary EMS Chief

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution approving temporary employment contract with Robert Rooks and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R16-____, approving a contract with Robert Rooks as Temporary EMS Chief, 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 for Fiscal Year 2016/17 for this temporary position is \$52,800, without benefits and limited to 960 hours. The allocated salary for a full time employee in this position is between \$96,000 to \$108,000 depending on qualifications and experience. If this position were filled by an at will employee with full benefits the total cost of this position for FY 2016/17 would be between \$173,879. and \$192,142.

CONTACT NAME: Lynda Salcido, Public Health/EMS Director

PHONE/EMAIL: 760-924-1842 / lsalcido@mono.ca.gov

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

SEND COPIES TO:

Lynda Salcido

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Resolution](#)

[Rooks Employment Agreement](#)

History

Time	Who	Approval
6/29/2016 4:08 PM	County Administrative Office	Yes
6/29/2016 10:01 AM	County Counsel	Yes
6/29/2016 11:25 AM	Finance	Yes

COUNTY of MONO

DIVISION OF EMERGENCY MEDICAL SERVICES

P.O. BOX 3329

Mammoth Lakes, CA 93546

(760) 924-1832 Fax (760) 924-1831



July 5, 2016

TO: Honorable Board of Supervisors

FROM: Lynda Salcido, Public Health/EMS Director

SUBJECT: Employment of Robert Rooks as Temporary EMS Chief

RECOMMENDED ACTIONS:

That the Board of Supervisors approve the Agreement regarding employment of Robert Rooks as the Temporary EMS Chief.

DISCUSSION:

Robert Rooks, a retired annuitant within the PERS system, has agreed to serve as the Temporary EMS Chief for the Mono County EMS Program. This temporary position will allow Mr. Rooks, an experienced EMS administrator, to assist the County in determining what next steps can be taken to implement the changes recommended in the EMS Ad Hoc Report as reported to the Board previously. He will conduct and facilitate discussions with the Board to ensure that they guide and direct the future of this vital program, representing the interests of their constituents and visitors to Mono County. Mr. Rooks will assume day to day operational oversight of the program, assure compliance with all State regulations, oversee staff, monitor expenditures and budget and coordinate efforts to ensure services to the Tri Valley.

FISCAL IMPACT:

The cost for this temporary position for FY 2016/17 would be \$52,800 and limited to 960 hours. The allocated salary for a full time employee in this position is between \$96,000 to \$108,000 depending on qualifications and experience. If this position were filled by an at will employee with full benefits the total cost of this position for FY 2016/17 would be between \$173,879. and \$192,142.

For questions regarding this item, please call Lynda Salcido at 924-1842.

Thank you.



RESOLUTION NO. R16-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT FOR THE TEMPORARY EMPLOYMENT OF ROBERT ROOKS 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 Temporary Employment of Robert Rooks, 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 Robert Rooks. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2016, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Fred Stump, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

AGREEMENT REGARDING TEMPORARY EMPLOYMENT OF ROBERT ROOKS

This Agreement is entered into this 5th day of July, 2016, by Robert Rooks and the County of Mono.

I. RECITALS

The County wishes to employ Robert Rooks, as a Temporary EMS (Emergency Medical Services) Chief, serving no more than 960-hours in any fiscal year, on the terms and conditions set forth in this Agreement. Mr. Rooks wishes to accept such employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be July 5, 2016 until December 31, 2017 unless earlier terminated by either party in accordance with this Agreement. As a retired annuitant with the California Public Employees Retirement System (PERS) Mr. Rooks shall serve no more than 960 hours per fiscal year that this Agreement is in effect.
2. Commencing July 6, 2016 Mr. Rooks shall be employed by Mono County as Temporary EMS Chief, serving at the will and pleasure of the Public Health Director in accordance with the terms and conditions of this Agreement. Mr. Rooks accepts such employment. The Public Health Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Rook's employment.
3. Mr. Rooks shall be paid \$55.00 per hour worked and shall work a maximum of 960 hours in each fiscal year. Mr. Rooks shall not be entitled to benefits provided by the County to other employees but shall be reimbursed, as provided in the County's Personnel Rules, for travel or per diem costs in performing work under this agreement. Additionally, Mr. Rooks shall receive no days of vacation leave, merit leave, holidays, or other similar benefit during the term of his employment, except as required by law.
4. Mr. Rooks understands and agrees that his receipt of compensation under this Agreement is expressly contingent on his actual rendering of personal services to the County. Should Mr. Rooks cease rendering such services during this Agreement, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law.

5. Consistent with the "at will" nature of Mr. Rooks' employment, the Public Health Director may terminate Mr. Rooks' employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Rooks understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Public Health Director may, in his or her discretion, take during Mr. Rooks' employment. In the event of termination, Mr. Rooks shall not be entitled to severance pay.
6. Mr. Rooks may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Rooks shall not be entitled to any additional compensation of any kind after the effective date of such resignation.
7. This Agreement constitutes the entire agreement of the parties with respect to the part-time, temporary employment of Mr. Rooks.
8. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Rooks' employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Rooks' sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
9. Mr. Rooks acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Rooks further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

//////////

III. EXECUTION:

This Agreement shall be deemed executed as of _____.

ROBERT ROOKS

THE COUNTY OF MONO

By: Fred Stump, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

Departments: Social Services

TIME REQUIRED

SUBJECT Kern, Inyo, Mono Counties Workforce
MOU

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Memorandum of Understanding with Kern, Inyo and Mono Counties Workforce Development Board for the WIOA Program

RECOMMENDED ACTION:

Approve the Memorandum of Understanding (MOU) between and among Kern, Inyo and Mono Counties Workforce Development Board outlining service delivery under the federal Workforce Innovation and Opportunities Act (WIOA), for the period July 1, 2016 through June 30, 2019, and authorize Kathy Peterson, Director of Social Services, to sign the MOU on behalf of the Board of Supervisors. Provide any desired direction to staff.

FISCAL IMPACT:

There is no funding involved in approving this MOU.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 760-924-1763 / kpeterson@mono.ca.gov

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

SEND COPIES TO:
Kathy Peterson, Social Services

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[MOU with KIM Counties](#)

History**Time**

6/25/2016 5:24 AM

6/28/2016 10:41 AM

6/28/2016 6:35 PM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

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

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

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *yes*

Date: June 17, 2016

Re: Approval of Memorandum of Understanding with Kern, Inyo and Mono Counties Workforce Development Board for the WIOA Program

Recommended Action:

Approve the Memorandum of Understanding (MOU) between and among Kern, Inyo and Mono Counties Workforce Development Board outlining service delivery under the federal Workforce Innovation and Opportunities Act, for the period July 1, 2016 through June 30, 2019. Authorize the Mono County Director of Social Services, Kathy Peterson, to sign the MOU on behalf of the Board of Supervisors.

Fiscal Impact:

There is no funding involved in approving this MOU.

Discussion:

The Workforce Innovation and Opportunities Act (WIOA), which replaced the Workforce Investment Act, became effective July 1, 2015. The WIOA promotes collaboration and coordination across public agencies and funding sources to assist adults and youth to obtain marketable skills and recognized credentials to help them enter and progress in the workforce.

The WIOA requires the completion of a Memorandum of Understanding (MOU) between Local Workforce Development Boards and County Welfare Departments, i.e. the Mono County Social Services Department. This MOU serves to continue our relationship as part of the Kern, Inyo, Mono Counties Workforce Development Area and associated Board, under a Joint Powers Agreement between the

three counties that has been in effect since 2001. The Social Services Department has incorporated the approximately \$138,000 allocation of Workforce Investment Act (now WIOA) funds annually into our CalWORKs program, addressing the workforce needs of local residents. There may be some upcoming changes to the manner in which we coordinate WIOA and CalWORKs services under the WIOA legislation; however, these changes won't come with increased county funding obligations under WIOA.

If you would like more detailed information on our three-county partnership or WIOA, please don't hesitate to contact me at 760/924-1763.

Kern, Inyo and Mono Counties Workforce Development Board Memorandum of Understanding

This Agreement, entered into this 30th day of June, 2016, is by and between the managers and directors of the Workforce Development One-Stop Partner Programs/Agencies serving the Kern, Inyo, and Mono Counties Workforce Development Area (the "KIM WDA"), as overseen by the Kern, Inyo, and Mono Counties Workforce Development Board (the "KIM WDB").

WHEREAS, the Workforce Investment Act of 1998 (the "WIA") created a workforce development system, replacing the Private Industry Council; and

WHEREAS, the Workforce Innovation and Opportunities Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereinafter referred to as "WIOA" or the "Act") amended WIA to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes; and

WHEREAS, the parties to this Agreement recognize the many benefits to our customers in the collaboration and integration of the seamless service and have participated in the past in the development and operation of the one-stop career center system doing business as America's Job Center of California ("AJCC"); and

WHEREAS, WIOA requires that the WDB develop a local plan, and enter into a Memorandum of Understanding (the "MOU") between the KIM WDA and KIM WDB, with the agreement of the Chief Local Elected Official regarding the operation of the local AJCC One-Stop System of service delivery and the performance of the functions described in Section 121(e)(1) of the Act; and

WHEREAS, the Chief Local Elected Official in the in the KIM WDA has delegated to the KIM WDB the ability to execute this MOU pursuant to that certain Joint Powers Agreement dated February 13, 2001; and

WHEREAS, although WIOA took effect on July 1, 2015, the final regulations from the United States Departments of Labor and Education have not been issued and is expected to be released in or about July 2016; and

WHEREAS, certain provisions in this MOU are based on guidance issued to the Local Area by the State of California, whose instructions are based on guidance from the federal agencies; and

WHEREAS, the administrators of the participating partners have been granted general authority from their governing boards to continue to work with other agencies in the community and to define their roles in the delivery of services; and

WHEREAS, it is understood that full implementation of this MOU may require further approvals from governing boards and legal counsel, and is subject to change upon the consent of the KIM

WDB.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN ALL PARTIES AS FOLLOWS:

1. Purpose of the MOU.

AJCC is the local One-Stop Center within the KIM WDA which serves as the recruitment center and training access for local employers and job seekers. The AJCC is the cornerstone of Kern, Inyo and Mono counties workforce development system, and its partners are jointly responsible for the workforce and economic development, education, and other human service programs.

WIOA emphasizes customer choice, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and programs of training services is vital to achieving these core principles.

The parties to this agreement recognize the many benefits to our customers in the collaboration and integration of seamless service and have participated in the development and operation of a one-stop system doing business as the AJCC.

The administrators of the participating partners have been granted general authority from their governing boards to work with other agencies in the community and to define their roles in the delivery of services as reflected herein.

It is understood that full implementation of the proposed system may require further approvals from governing boards and/or legal counsel for contracts, leases and/or sub-grant agreements.

2. Local Vision Statement and Mission Statement

Vision Statement: "We will achieve recognition as the leading One-Stop system of professional employment services in California."

Mission Statement: "To provide quality, integrated, seamless, accessible and professional employment services for employers and job seekers."

The Partners are committed to a locally-driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- a. Foster demand-driven skills attainment;
- b. Enable upward mobility for all Californians; and
- c. Align, coordinate, and integrate programs and services.

These objectives will be accomplished by ensuring access to high-quality AJCC that provide the

full range of services available in the community for all customers seeking the following:

- A. Looking to find a job.
- B. Building basic educational or occupational skills.
- C. Earning a postsecondary certificate or degree.
- D. Obtaining guidance on how to make career choices.
- D. Seeking to identify and hire skilled workers.

3. Parties to the MOU

One-Stop services and shared infrastructure costs are born by the required partners which include local/regional representatives of the following Titles:

- 1. WIOA Title I(B) Adult
- 2. WIOA Title I(B) Dislocated Worker
- 3. WIOA Title I(B) Youth
- 4. WIOA Title I(C) Job Corps
- 5. WIOA Title I(D) Sec 166 Native American
- 6. WIOA Title I(D) Sec 167 Migrant Seasonal Farmworkers grantee
- 7. WIOA Title I(D) Sec 171 YouthBuild
- 8. WIOA Title II Adult Education and Literacy grantee
- 9. WIOA Title III Wagner-Peyser
- 10. WIOA Title IV Vocational Rehabilitation
- 11. Carl Perkins Career Technical Education grantee
- 12. Title V Older Americans Act
- 13. Jobs for Veterans State grant
- 14. Trade Adjustment Assistance Act
- 15. Community Services Block Grant recipient
- 16. Housing & Urban Development
- 17. Unemployment Compensation
- 18. Second Chance grantee
- 19. CalWORKs (i.e. TANF)

No.	Local Agency
1	Employers' Training Resource (ETR), Inyo County Health & Human Services (Inyo HHS), Mono County Social Services Department (Mono SSD)
2	ETR, Inyo HHS, Mono SSD
3	ETR, Inyo HHS, Mono SSD
4	Cornerstone Solutions, Inc. – Job Corps Services (Job Corps)
5	California Indian Manpower Consortium Inc. (CA Indian)
6	ETR
7	Kern County Superintendent of Schools (KCSOS)
8	Kern High School District (KHSD), Delano Joint Union High School District (DJTUHSD), Farmworker Institute for Education & Leadership Development (FIELD)

9	California Employment Development Department (EDD)
10	California Department of Rehabilitation (DOR)
11	Bakersfield College (BC), Cerro Coso Community College (CCCC), Taft College (TC)
12	SER - Jobs for Progress (SER Jobs)
13	EDD
14	EDD
15	Community Action Partnership of Kern (CAPK)
16	Housing Authority of the County of Kern (HACK)
17	EDD
18	Not applicable
19	Kern County Department of Human Services (KCDHS)

The above-referenced local agencies are the Kern, Inyo and Mono AJCC partners (collectively, the “Partner” or “Partners”) which will provide access to programs, activities, and services by electronic means (i.e. Web sites, social media, internet chat features, and telephone).

Services will also be offered at a comprehensive one-stop center within the Local Workforce Development Area (LWDA). Attached hereto, and incorporated herein, as Exhibit “A” is the system map which identifies the location of every comprehensive and affiliate AJCC within the LWDA.

#	Agency	Title	Eligibility				Title I Eligib	reach	tation	Assess-ment
			Adult	DW	Youth	Oth				
1-3	Inyo	Title I(B) Ad/DW/Y	X	X	X		X	X	X	
1-3	Mono	Title I(B) Ad/DW/Y	X	X	X		X	X	X	
1	ETR	Title I(B) Adult	X				X	X	X	
2	ETR	Title I(B) DW		X			X	X	X	
3	ETR	Title I(B) Youth			some		X	X	X	
6	ETR	Title I(D) 167 MSFW			X		X	X	X	
4	Job Corps	Title I(C) Job Corps				X	X	X	X	
7	KCSOS	Title I(D) 171 YouthBuild				X	X	X	X	
5	CIMC	Title I(D) 166 Native American				X	X	X	X	
8	KHSD	Title II Ad Educ Liter	X	X	X	X	X	X	X	
8	DJTUHSD	Title II AEL				X	X	X	X	
8	FIELD	Title II AEL								
9	EDD	Title III Wagner-Peyser				X	X	X		
10	DOR	Title IV Voc Rehab				X	X	X	X	
14	EDD	TAA				X	X	X	X	
13	EDD	Veterans				X	X	X	X	
17	EDD	UI				X				
19	DHS	CalWORKS				X				
11	KHSD	Perkins Post-2nd	X	X	X	X	X	X	X	
11	BC	Perkins Post-2nd				X	X	X	X	
11	TC	Perkins Post-2nd				X	X	X	X	
11	CCCC	Perkins Post-2nd				X	X	X	X	
12	SER Jobs	Title V Older Americans Act				X	X	X	X	
15	CAPK	CSBG				X				
16	HACK	E&T under HUD				X	X		X	
18	none	Second Chance Act								

*Job Search Assistance (Resource Room)

- CIMC provides these services through its Eastern Sierra Field Office

BASIC CAREER SERVICES			Intake	Labor Exchg, JSA*	Referral One-Stop Partner	Labor Market Info	Performance & Cost Info	Support Service Info	UI Info	Financial Aid Info
#	Agency	Title								
1-3	Inyo	Title I(B) Ad/DW/Y	X	X	X	X	X	X	X	X
1-3	Mono	Title I(B) Ad/DW/Y	X	X	X	X	X	X	X	X
1	ETR	Title I(B) Adult	X	X	X	X	X	X	X	X
2	ETR	Title I(B) DW	X	X	X	X	X	X	X	X
3	ETR	Title I(B) Youth	X	X	X	X	X	X	X	X
7	ETR	Title I(D) 167 MSFW	X	X	X	X	X	X	X	X
4	Job Corps	Title I(C) Job Corps	X		X	X		X		
7	KCSOS	Title I(D) 171 YouthBuild	X	JSA	X	X	X	X	X	X
5	CIMC	Title I(D) 166 Native American	X	X	X	X		X	X	X
8	KHSD	Title II Ad Educ Liter	X	X	X	X	X	X		X
8	DJTUHSD	Title II AEL	X	X	X	X	X	X	X	X
8	FIELD	Title II AEL	X		X	X		X	X	X
9	EDD	Title III Wagner-Peyser		JSA/LE	X	X		X	X	
10	DOR	Title IV Voc Rehab	X		X			X		
14	EDD	TAA	X	JSA/LE	X	X		X	X	X
13	EDD	Veterans	X	JSA/LE	X	X		X	X	
17	EDD	UI							X	
19	KCDHS	CalWORKS			X					
11	KHSD	Perkins Post-2nd	X	X	X	X	X	X		X
11	BC	Perkins Post-2nd		X	X	X	X	X		assist
11	TC	Perkins Post-2nd	X	X	X	X	X	X		X
11	CCCC	Perkins Post-2nd	X	X	X	X	X	X		X
12	SER Jobs	Title V Older Americans Act	X		X	X		X		
15	CAPK	CSBG						X		
16	HACK	E&T under HUD			X			X		assist
18	none	Second Chance Act								

*Job Search Assistance (Resource Room)

- CIMC provides these services through its Eastern Sierra Field Office

INDIVIDUAL CAREER SERVICES			Compre- hensive Assess*	Career Plan Counsel	IEP or IPE**	Short Term Pre-Voca- tional***
#	Agency	Title				
1-3	Inyo	Title I(B) Ad/DW/Y	CASAS	X	IEP	X
1-3	Mono	Title I(B) Ad/DW/Y	CASAS	X	IEP	Job Training
1	ETR	Title I(B) Adult	CASAS, WorkKeys	X	IEP	X
2	ETR	Title I(B) DW	CASAS, WorkKeys	X	IEP	X
3	ETR	Title I(B) Youth		X	IEP	
6	ETR	Title I(D)167 MSFW		X	IEP	X
4	Job Corps	Title I(C) Job Corps		X		
7	KCSOS	Title I(D)171 YouthBuild	CASAS	X	IEP	X
5	CIMC	Title I(D)166 Native American		X	X	X
8	KHSD	Title II Ad Educ Liter	CASAS	X	X	X
8	DJTUHSD	Title II AEL	CASAS	X		X
8	FIELD	Title II AEL	CASAS	X		X
9	EDD	Title III Wagner-Peyser		X		
10	DOR	Title IV Voc Rehab	Fosters/Psych	X	IPE	Youth
14	EDD	TAA		X	Agency Plan	X
13	EDD	Veterans		X	Agency Plan	
17	EDD	UI				
19	DHS	CalWORKS	Fosters		X	X
11	KSHD	Perkins Post-2nd	CASAS	X	X	X
11	BC	Perkins Post-2nd	WorkKeys for BC Students			X/Gen Pop
11	TC	Perkins Post-2nd	WorkKeys	X		X
11	CCCC	Perkins Post-2nd	CASAS	X	X	X
12	SER Jobs	Title V Older Americans Act	TABE	X	IEP	Job Training
15	CAPK	CSBG				
16	HACK	E&T under HUD			X (ITSP)	Refer
18	none	Second Chance Act				

*Assessment: CASAS, WorkKeys

**Individual Employment Plan or Individual Plan for Employment

***Develop skills: Learning; communication; interviewing; personal maintenance; punctuality; professional conduct; prep unsubsidized employment or training (soft skills)

****Acquire skills: basic academic; critical thinking; digital literacy; self-management; teamwork; utilize resources & information; understanding systems; acquire skills to successfully transition into and complete post secondary education or training and employment

- CIMC provides these services through its Eastern Sierra Field Office

INDIVIDUAL CAREER SERVICES			Intern-/ Externship WEX	Out-of-Area Job Search	Finan- cial Literacy	Access or teach ESL	Workforce Prep Title II Ad Educ Lit****
#	Agency	Title					
1-3	Inyo	Title I(B) Ad/DW/Y	X	X		X	X
1-3	Mono	Title I(B) Ad/DW/Y		X	X	X	X
1	ETR	Title I(B) Adult	contract out		TAY		
2	ETR	Title I(B) DW	contract out		SBDC		
3	ETR	Title I(B) Youth	contract out		contract		
6	ETR	Title I(D) 167 MSFW	contract out			X	
4	Job Corps	Title I(C) Job Corps					
7	KCSOS	Title I(D) 171 YouthBuild	X		X		
5	CIMC	Title I(D) 166 Native American	X	X	X		X
8	KHSD	Title II Ad Educ Liter	X			ESL	X
8	DJTUHSD	Title II AEL	X		X	X	X
8	FIELD	Title II AEL	X		X	X	Charter HS
9	EDD	Title III Wagner-Peyser		X			
10	DOR	Title IV Voc Rehab	X		X		
14	EDD	TAA	X	X	X	Refer	Refer
13	EDD	Veterans		X			
17	EDD	UI					
19	DHS	CalWORKS	X		X		
11	KHSD	Perkins Post-2nd	X		X	X	X
11	BC	Perkins Post-2nd	Yes/Gen Pop		Fin Aid Ref	Yes	
11	TC	Perkins Post-2nd	X	X	X	X	X
11	CCCC	Perkins Post-2nd	X	X	X	X	X
12	SER Jobs	Title V Older Americans Act				Refer	Refer
15	CAPK	CSBG			X		
16	HACK	E&T under HUD			X	Refer	Refer
18	none	Second Chance Act					

*Assessment: CASAS, WorkKeys

**Individual Employment Plan or Individual Plan for Employment

***Develop skills: Learning; communication; interviewing; personal maintenance; punctuality; professional conduct; prep unsubsidized employment or training (soft skills)

****Acquire skills: basic academic; critical thinking; digital literacy; self-management; teamwork; utilize resources & information; understanding systems; acquire skills to successfully transition into and complete post secondary education or training and employment

- CIMC provides these services through its Eastern Sierra Field Office

4. Training Services

Through the One-Stop system, individuals interested in training will be evaluated by ETR, Client Services Division, or its subgrantee(s) to determine whether or not they are in need of training, and if they possess the skills and qualifications needed to participate successfully in the training program in which they express an interest. Training services must be directly linked to occupations that are in demand in the local area or in another area to which the individual receiving services is willing to relocate.

Training Services include, but are not limited to, the following:

- A. Occupational skills training, including training for nontraditional employment.

- B. On-the-job training (OJT).
- C. Incumbent worker training.
- D. Programs that combine workplace training with related instruction, which may include cooperative education programs.
- E. Training programs operated by the private sector.
- F. Skill upgrading and retraining.
- G. Entrepreneurial training.
- H. Transitional jobs (Work Experience).
- I. Job readiness training provided in combination with another training service.
- J. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service.
- K. Customized Job Training (CJT) conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.
- L. Other trainings available through the Partners.

5. Follow-up Services

Counseling is available by any of the Partners for the workplace for Adult, Dislocated Workers and Youth participants in workforce development activities who are placed in unsubsidized employment for up to twelve months after the first day of employment.

6. Access for Individuals with Barriers to Employment

The Partners agree that “Access” to programs and services means having:

- A. Program staff physically present at the location;
- B. Having Partner program staff physically present that are trained to provide information to customers about the programs, services, and activities available through Partner programs; or
- C. Providing direct linkage through technology to program staff who can provide meaningful information and/or services.
- D. Providing access to adults with barriers to employment including those with the following barriers as defined in WIOA: displaced homemakers; Indians, Alaskan Natives and Native Hawaiians; individuals with disabilities including youth with disabilities; older individuals; ex-offenders; homeless individuals; youth who are in or have aged out of the foster care system; individuals who are English language learners, individuals with low levels of literacy and individuals facing cultural barriers; eligible migrant and seasonal farmworkers; individuals within two years of exhausting lifetime eligibility under TANF; single parents to include single pregnant women; and long-term unemployed individuals.

Per federal guidance, veterans and eligible spouses who are also recipients of public assistance, low income or basic skills deficient will receive first priority, non-veterans who are recipients of

public assistance, low-income or basic skills deficient will receive priority, veterans and eligible spouses not included in priority groups will receive third priority and all other individuals will receive last priority. Priority means the right to take precedence over non-covered persons in obtaining services. Depending on the type of service or resources being provided, taking precedence means: the covered person receives access to the service or resource earlier in time than the non-covered person; or, if the service or resource is limited, the covered person receives access to the service or resource instead of or before the non-covered person. Providing priority of service also entails affirmative outreach to the priority populations, identifying covered individuals at entry and informing them of their priority status.

“Direct linkage” means providing direct connection at the one-stop, within a timely manner, by phone or through a real-time Web-based communication to a program staff member who can provide program information or services to the customer.

Services provided through technology must be meaningful, available in a timely manner and not simply a referral to additional services at a later date or time.

The KIM WDB will ensure that information on the availability of basic career services is accessible at all one-stop physical locations and access points, including electronic access points, regardless of where individuals initially enter the local one-stop system.

The Partners agree that:

- a. “Registration” is the point at which information that is used in performance information (Core programs, i.e. Title I-IV) begins to be collected.
- b. “Participation” is the point at which the customer has been determined eligible for program services and has received or is receiving a WIOA service, such as individual career services, and is the point at which they will be included in the performance calculation for the primary indicator.
- c. The difference between registration and participation: Individuals who are primarily seeking information are not treated as participants and their self-service or informational search (service) requires no registration. When a customer seeks more than minimal assistance from staff in taking the next steps towards self-sufficient employment, the person must be registered and eligibility must be determined.

7. Responsibility of AJCC Partners

As authorized under the Act, the KIM WDA will establish policies necessary for implementation of the Act in the local area and shall:

- A. Make the applicable service(s) applicable to the Partner program available to customers through the one-stop delivery system.
- B. Participate in the operation of the one-stop system, consistent with the terms of this

- MOU and requirements of authorized laws.
- C. Participate in capacity building and staff development activities in order to ensure that all Partners and staff are adequately cross-trained.
 - D. Provide reasonable and necessary access to the data collection and reporting system by the Partners.

The AJCC Partners agree to participate in joint planning, plan development, and modification of activities to accomplish the following:

- a. Continuous partnership building.
- b. Continuous planning in response to state and federal requirements.
- c. Responsiveness to local and economic conditions, including employer needs.
- d. Adherence to common data collection and reporting needs.

8. Funding of Services and Operating Costs

- A. Consistent with WIOA, all Partners agree to enter into negotiations and implement a shared Cost/Resource Sharing Agreement by no later than December 31, 2017. Partners agree and understand that its Cost/Resource Sharing Agreement will be updated annually by the KIM WDB.
- B. All shared cost allocations for the cost of services, operating costs, and infrastructure costs will be supported by accurate data and shall be consistent with the Generally Accepted Accounting Principles (GAAP), Title 2 of the Code of Federal Regulations Part 200, and be accepted by Partner's auditor and/or independent auditors to satisfy the audit testing required under the Single Audit Act as more specifically set forth in the Cost/Resource Sharing Agreement.

9. Methods for Referring Customers

- A. The KIM WDB, through its designated AJCC One-Stop Operator, and the Partners agree to utilize the approved processes and forms for common intake and referral among the AJCC One-Stop Partners and providers of services, and to modify such processes and forms as required. The KIM WDB and Partners developed a universal referral system and form that is used for all cross-agency referrals, copies of which are attached hereto, and incorporated herein, as Exhibit "B".
- B. Partners agree to train and provide technical assistance to the staff of each participating AJCC One-Stop Partner and contracted providers of services on topics that include, but are not limited to, eligibility for and scope of allowable services for their programs.
- C. The KIM WDB will work with all Partners to ensure all Partners and local One-Stop System staff are fully trained in each other's programs and eligibility criteria. The

Partners agree that the intake and referral processes will be customer-centered and provided by staff trained in customer service.

- D. Partners agree to refer its applicants and clients to other AJCC One-Stop Partners when such individuals may be eligible for the Partner's services or to the AJCC One-Stop Operator for WIOA services.
- E. Partners will ensure that general information regarding AJCC's programs, services, activities and resources shall be available to all customers as appropriate.
- F. All customer referrals will be made electronically, through traditional correspondence, verbally or through other means determined in cooperation with Partners.
- G. Each Partner will provide a direct link or access to other AJCC's Partner's staff that can provide meaningful information or service, through the use of co-location, cross training of AJCC staff, or real-time technology (two way communication and interaction with AJCC partners that results in services needed by the customer).

10. Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

- A. Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements; and
- B. The principles of common reporting and shared information through electronic mechanisms, including shared technology; and
- C. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements due to the importance of the use of technology in WIOA; and
- D. Maintain all records of the AJCC customers or Partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services; and
- E. Develop technological enhancements that allow interfaces of common information needs, as appropriate consistent with WIOA; and
- F. Understand that system security provisions shall be agreed upon by all Partners; and
- G. Establishing security systems and confidentiality provisions.

11. Specialized One-Stop Centers

An example of a specialized center is one targeting Disconnected Youth and one established

specifically to respond to a large localized layoff. These specialized centers will not provide access to every required Partner, but must have a way to make referrals to one-stop Partners in comprehensive and affiliate centers. The specialized centers will have access to the referral system to make sure that services were provided after referral. A recent study by Measure of America of the Social Science Research Council entitled "Zeroing In on Place and Race," reflected that out of the ninety-eight (98) major metro areas included in the report, the disconnection rates for youth in greater Bakersfield, California was over twenty (20) percent. In addition, Kern County has seen significant layoffs in a variety of industries, particularly the petroleum industry. These specialized centers will serve the needs of Kern County by providing dedicated locations where (i) rapid response and layoff aversion activities can be facilitated concurrently with services for re-connecting dislocated workers with opportunities for employment, and (ii) young people can find the support they need to be successful.

12. Non-Discrimination and Equal Opportunity

The laws and regulations listed herein do not encompass all of the laws and regulations that govern the Partners in their respective roles under this MOU. All Partners expressly agree to comply with the federal and state laws and regulations listed below.

- A. Consistent with WIOA, each Partner shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical condition(s), age (over 40), or marital status; nor shall any Partner deny family and medical care leave or pregnancy disability leave to employees entitled to such leave. Partners shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and their employees and applicants or employment are free from such discrimination and harassment. Partners shall comply with the provisions of Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and related, applicable regulations promulgated thereunder (Title 2, California Code of Regulations Section 7285 et seq.). Code of Regulations Section 8103 et seq. are incorporated into this MOU by reference and made a part hereof as if set forth in full. Partners shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement.
- B. The KIM WDB and Partners will ensure that policies and procedures established by the AJCC as the One-Stop Center, and programs and service provided by and through the One-Stop Center are in compliance with the Americans with Disabilities Act of 1990 and its amendments (ADA), which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the ADA. Additionally, Partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments

of 1972, 29 CFR Part 37, and all other regulations implementing the aforementioned laws.

- C. Each Partner agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- D. Each Partner agrees to comply with 29 CFR 94 and all other applicable state and federal laws pertaining to a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each Partner will make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s), and any independent contract(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

13. Grievances and Complaints Procedure

The AJCC Partners agree to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and Partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The Partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

In addition, the AJCC Partners will offer the best customer service possible by attempting to resolve customer issues as quickly as possible. If Partner's staff is not able to resolve the issue, they should bring the customer's issue to the attention of their supervisor or a Partner supervisor at their location. If the supervisor is not able to resolve the issue, the next highest level employee (i.e., Deputy Director, Deputy Division Chief or equivalent position) may be asked to assist. After those attempts to resolve an issue for the customer are made, the customer may still not be satisfied. Filing a formal complaint/grievance is the final step in good customer service.

Persons filing a complaint concerning a Partner of the local One-Stop will first submit that complaint to that One-Stop Partner utilizing the procedures of that agency.

Participants will first utilize procedures, if available to them, at the employer/training agency level. If the employer does not have a grievance/complaint procedure, the procedures under Title 20 Code of Federal Regulations (CFR) Part 667.600, and Title 29 CFR 37 will be used.

The person filing a complaint shall be free from restraint, coercion, reprisal, or discrimination.

///

14. Term and Renewal of MOU

- A. The term of this MOU is effective from July 1, 2016 to June 30, 2019, unless it is terminated earlier as provided herein, and shall supersede in its entirety any MOU entered into previously by and between the participating AJCC One-Stop Partners and the KIM WDB.
- B. The MOU is of no force or effect until signed by authorized representatives of the participating AJCC One-Stop Partner and the KIM WDB.
- C. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

15. Modifications and Revisions

This MOU constitutes the entire agreement between the Partners and no oral understanding not incorporated herein shall be binding on any of the Partners hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of all of the Partners, by the issuance of a written amendment, signed and dated by the Partners.

16. Termination

The Partners understand that implementation of the AJCC system is dependent on the good faith effort of every Partner to work together to improve services to the community. The Partners also agree that this a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more Partners to cease being a part of this MOU, said Partner shall notify the other Partners, in writing, a minimum of thirty (30) days in advance of the intent to terminate its participation in this MOU.

17. Administrative and Operations Management - Supervision/Day to Day Operations

The AJCC Coordinator, appointed by the consortium of AJCC Partners, coordinates the activities for the AJCC, including resolving the day-to-day operational issues. The AJCC Coordinator will work with designated Partner manager(s) and supervisor(s) to ensure operational success. This position is a member of the AJCC Steering Committee and its subcommittees and the Coordinator will provide reports to the KIM WDB and its committees.

The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The office hours for the staff at the AJCC will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and

will provide a copy of their holiday schedule to the Partners at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action.

Each Partner shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsive and save all other Partners harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

18. Dispute Resolution

The Partners agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If the issue(s) cannot be resolved at this level, they shall be referred to the Partner's management staff of the respective staff employer, for discussion and resolution. The Partner's management staff's decision regarding the resolution of the issue(s) shall be final.

19. Press Releases and Communications

- A. All Partners shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU.
- B. Participation of each Partner in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other Partners, in all communications, each Partner shall make specific reference to all other Partners.
- C. The Partners agree to utilize the AJCC logo developed by the State of California and the KIM WDB on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, and any written correspondence, emails and fax transmittals.

20. Hold Harmless/Indemnification/Liability

Except as otherwise expressly provided in this MOU and in accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

21. Notice

All notices required or permitted to be given by any party to this MOU shall be deemed tendered upon personal delivery to the other Partners or three (3) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other Partners at the following addresses or to such other address as the Partners may provide by written notice tendered in accordance herewith:

Dena Murphy, Director
Kern County Department of Human Services
100 E California Avenue
Bakersfield, CA 93307
murphyd@kerndhs.com

Diane McClanahan, Supervisor
California Department of Rehabilitation
4925 Commerce Drive, Suite 150
Bakersfield, CA 93309
dmcclana@dor.ca.gov

Lorenda T. Sanchez, Executive Director
California Indian Manpower Consortium Inc.
738 North Market Boulevard
Sacramento, CA 95834
lorendas@cimcinc.com

Jeremy Tobias, Executive Director
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309
jtobias@capk.org

Stephen Pelz, Executive Director
Housing Authority of the County of Kern
601-24th Street FRNT
Bakersfield, CA 93301
spelz@kernha.org

///

Christine Lizardi Frazier, Superintendent
Kern County Superintendent of Schools
Kern Youth at Work
1300 17th Street
Bakersfield, CA 93301
chfrazier@kern.org

Byron Schaefer, Ed.D, Superintendent
Kern High School District
5801 Sundale Avenue
Bakersfield, CA 93309
bschaefer@khsd.k12.ca.us

Rebecca Mendibles, President/CEO
SER - Jobs for Progress, Inc.
255 N Fulton Street, #106
Fresno, CA 93701
becki.m@sercalifornia.org

Shelly Tarver, Acting Deputy Chief
California Employment Development Department
1600 E Belle Terrace
Bakersfield, CA 93307
starver@edd.ca.gov

Sonya Christian, President
Bakersfield College
1801 Panorama Drive
Bakersfield, CA 93306
sonya.christian@bakersfieldcollege.edu

Teresa Hitchcock, Assistant County Administrative Officer
Employment Training Resource/Kern County Administrative Office
1600 E Belle Terrace
Bakersfield, CA 93307
hitchcockt@co.kern.ca.us

David Villarino, President/CAO
Farmworker Institute for Education & Leadership Development
410 W J Street
Tehachapi, CA 93561
davidv@fieldinstitute.org

Dr. Terri Nuckols, Superintendent
Delano Joint Union High School District
1720 Norwalk Street
Delano, CA 93215
tnuckols@djuhsd.org

Ronald Jones, President and CEO
Cornerstone Solutions, Inc. – Job Corps
13200 Crossroads Parkway, Suite 335
City of Industry, CA 91746
rjones@csiteamonline.com

Kathy Peterson, Director
Mono County Social Services Department
452 Mammoth Road, Suite 305
Mammoth Lakes, CA 93546
kpeterson@mono.ca.gov

Jean Turner, M.A., HHS/ESAAA Director
Inyo County Health and Human Services
920 N. Main Street
Bishop, CA 93514
jturner@inyocounty.us

Brock McMurray, Interim Superintendent/President
Taft College/WKCCD
29 Cougar Court
Taft, CA 93268
bmcmurray@taftcollege.edu

Maria Chuayiuso, Acting Employment Development Administrator
Employment Development Department – Unemployment Insurance
7000 Village Drive, Suite 110
Buena Park, CA 90621
maria.chuayiuso@edd.ca.gov

Jill Board, President
Cerro Coso Community College
3000 College Heights Boulevard
Ridgecrest, CA 93555
jboard@cerrocoso.edu

///

22. Third Parties

The Partners hereto do not intend to benefit any third parties and this agreement shall be construed to confer any such benefit.

23. Entire Agreement

This MOU, including all exhibits attached hereto, embodies the entire agreement and understanding between the Partners hereto with respect to the subject matter of this MOU, and supersedes all prior or contemporaneous agreements and understandings other than this MOU relating to the subject matter hereof.

24. Amendment and Waiver

This MOU may be amended only by a written agreement executed by the Partners hereto. No provision of this MOU may be waived, except for a written document executed by the Partners. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this MOU. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver unless stated therein.

25. Governing Law

This MOU is governed by and shall be interpreted in accordance with the laws of the State of California.

26. Unenforceable Provisions

In the event that a provision or several provisions of this MOU is/are unenforceable or held to be unenforceable under applicable law, this MOU will continue in full force and effect without such provision(s) and will be enforceable in accordance with its terms.

27. Construction

The titles of the sections of this MOU are for convenience of reference only and are not to be considered in construing this MOU. Unless the context of this MOU clearly requires otherwise: (a) references to be plural include the singular, the plural, and the part the whole, (b) "or" has the inclusive meaning frequently identified with the phrase "and/or," (c) "including has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (d) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any references in this MOU to any statute, rule, regulation or agreement as it may be modified, varied, amended or supplemental from time to time.

///

28. Confidentiality

All Partners expressly agree to abide by all applicable federal, state and local laws regarding confidential information and adhere to the same standards to confidentiality as State employees, including, but not limited to:

- A. The provisions of: 29 USC 2935(a)(4), as amended by WIOA relating to reports, recordkeeping, investigation; 29 USC 2871 (f)(3), as amended by WIOA, regarding complying with confidentiality; 20 CFR Part 603, relating to safeguards and security requirements regarding disclosed information under Unemployment Compensation; 42 USCA 503, regarding state laws governing UI operations; 20 USCA 123g, relating to disclosure of information under the Trade Act; 29 USCA 491-2(a)(2), as amended under WIOA, regarding information to be kept confidential under the Wagner Peyser Act; The Privacy Act (5 USC 552a); The Family Educational and Privacy Rights Act (20 USC 1232g); 34 CFR 361.18, regarding to the protection, use and release of personal information of Vocational Rehabilitation Services participants; HIPAA (45 CFR 164.500 – 164.534); 2 CFR 200.303, regarding reasonable measures to safeguard protected personally identifiable information; Practices Act of 1977 (Title 1.8 [commencing with Section 1798] of Part 4 of Division 3 of the Civil Code), Sections 11015.5 and 11019.9 of the California Government Code, Sections 1094 and 1095 of the California Unemployment Insurance Code; Sections 10850 – 10853 of the California Welfare & Institutions Code; Sections 1798.29, 1798.82 and 1798.84 California Civil Code; Sections 1275 – 1289.5 of the California Civil Code; Title 9, and Section 7140 – 7143.5 of the California Code of Regulations, as amended.
- B. Family Educational Rights and Privacy Act (FERPA), Rehabilitation Act, California Education Code and/or any other applicable State and/or Federal Statutes or requirement.
- C. All applications and individuals records related to service provided under WIOA, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services, audit procedures, evaluation, and research.
- D. No person will publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to the AJCC 's applicants, participants, or customers overall.
- E. Partners agree to share among the Partners all client information necessary for provision of core, intensive and training services under the Act as permitted by law.
- F. Each Partner will ensure access to software systems and files under its control that contains personally identifiable information will be limited to authorize staff members that are assigned responsibilities in support of the services and activities provided as part of the AJCC's service delivery system and who must access the information to

perform those responsibilities. Each Partner expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.

- G. Partners agree to develop and honor a standard information release form that complies with the most restrictive confidentiality requirements of any of the Partners collecting, receiving or sharing information. At any time an AJCC One-Stop Partner requests confidential information regarding another Partner's participant/customer, the request shall be accompanied by a written Customer Release of Information for Referral Purposes signed by the participant/customer.

29. Counterparts

This MOU may be in any number of counterparts, each of which will be deemed an original, but all together will constitute one instrument.

Signatures:

In WITNESS THEREOF, the KERN, INYO, AND MONO COUNTIES WORKFORCE DEVELOPMENT BOARD and One-Stop Partners have caused this Memorandum of Understanding to be executed by their respective officers and agents as of the day and year first above written.

APPROVED AS TO FORM
Office of County Counsel

County of Kern

By: _____
Gurujodha Khalsa, Deputy

By: _____
Chairman, Board of Supervisors

APPROVED AND RECOMMENDED AS TO
CONTENT

California Department of Human Services

By: _____
Dena Murphy, Director

California Department of Rehabilitation

By: _____
Diane McClanahan, Supervisor

California Indian Manpower Consortium Inc.

By: _____
Lorenda T. Sanchez, Executive Director

Community Action Partnerships of Kern

By: _____
Jeremy Tobias, Executive Director

Kern Community College District

By: _____
Tom Burke, Chief Financial Officer

Kern High School District

By: _____
Byron Schaefer, Ed.D, Superintendent

Housing Authority of the County of Kern

By: _____
Stephen Pelz, Executive Director

Kern County Superintendent of Schools

By: _____
Christine Lizardi Frazier, Superintendent

///

///

SER - Jobs for Progress, Inc.

By: _____
Rebecca Mendibles, President/CEO

California Employment Development
Department

By: _____
Shelly Tarver, Acting Deputy Chief

Taft College

By: _____
Brock McMurray, Interim
Superintendent/President

Kern County Employers Training Resource
Kern County Administration Office

By: _____
Teresa Hitchcock, Assistant County
Administrative Officer

Delano Joint Unified High School District

By: _____
Terri Nuckols, Superintendent

Farmworker Institute for Education &
Leadership Development

By: _____
David Villarino, President/CAO

California Employment Development
Department – Unemployment Insurance

By: _____
Maria Chuayiuso, Acting Employment
Development Administrator

Cornerstone Solutions, Inc. – Job Corps

By: _____
Ronald Jones, President and CEO

Mono County Social Services Department

By: _____
Kathy Peterson, Director

Inyo County Health and Human Services

By: _____
Jean Turner, M.A., HHS/ESAAA, Director



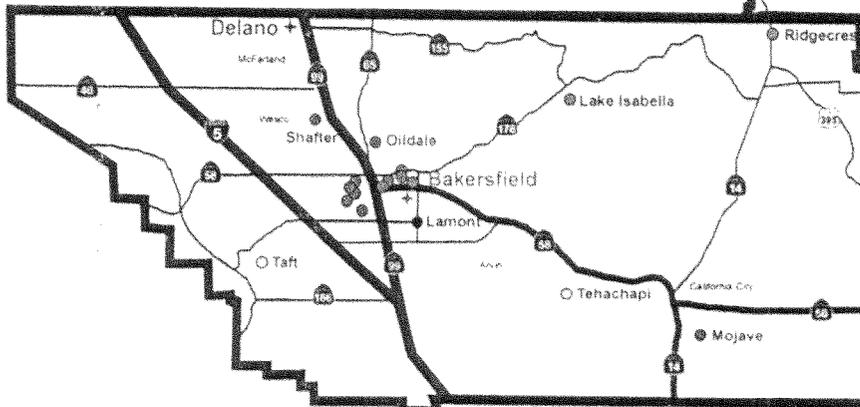
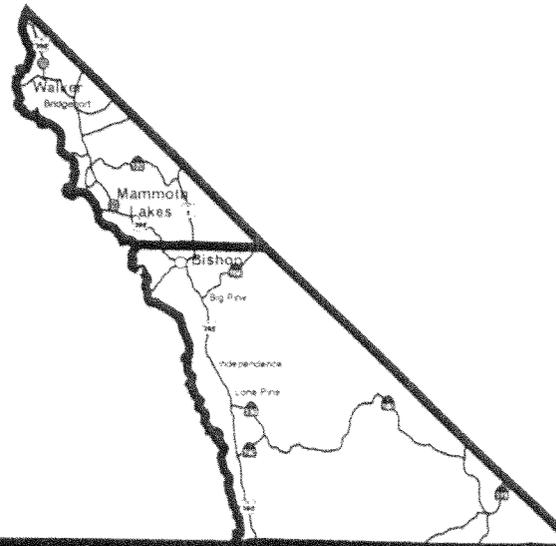
KERN, INYO & MONO COUNTIES

AFFILIATE SITES

- Bakersfield College
1801 Panorama Drive
Bakersfield, CA 93306
- California Department of Rehabilitation
4925 Commerce Drive, Suite 150
Bakersfield, CA 93309
- California Indian Manpower Consortium, Inc.
350 North Barlow Lane
Bishop, CA 93514
- Cerro Coso Community College
3000 College Heights Boulevard
Ridgecrest, CA 93555
- Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309
- Cornerstone Solutions, Inc. - Job Corps
1600 E. Belle Terrace
Bakersfield, CA 93307
- Delano Joint Union High School District
1720 Norwalk Street
Delano, CA 93215
- Employers' Training Resource
200 China Grade Loop
Bakersfield, CA 93308
- Employers' Training Resource
6401 Lake Isabella Boulevard
Lake Isabella, CA 93240
- Employers' Training Resource
1400 N. Norma Street, Ste 105
Ridgecrest, CA 93555
- Farmworker Institute for Education & Leadership Development
410 West J Street
Tehachapi, CA 93561
- Housing Authority of the County of Kern
601 24th Street Front
Bakersfield, CA 93301
- Inyo County Health and Human Services
920 N. Main Street
Bishop, CA 93514
- Kern County Department of Human Services
8300 Segrue Street
Lamont, CA 93241
- Kern County Department of Human Services
2300 Highway 58
Mojave, CA 93501
- Kern County Department of Human Services
115 N. Central Valley Highway
Shafter, CA 93263
- Kern County Department of Human Services
119 N. 10th Street
Taft, CA 93268

COMPREHENSIVE SITES

- Employers' Training Resource
★ 1600 E. Belle Terrace
Bakersfield, CA 93307
- Employment Development Department
★ 1600 E. Belle Terrace
Bakersfield, CA 93307
- Kern County Department of Human Services
★ 1816 Cecil Avenue
Delano, CA 93215



AJCC PARTNER ACCESS POINTS

- Kern High School District
5801 Sundale Avenue
Bakersfield, CA 93309
- Kern County Superintendent of Schools
1300 17th Street
Bakersfield, CA 93301
- Mono County Social Services Department
452 Mammoth Road, Ste. 305
Mammoth Lakes, CA 93546
- Mono County Social Services Department
107384 Highway 395
Walker, CA 96107
- SER Jobs for Progress
1522 18th Street, Ste 204
Bakersfield, CA 93301
- Taft College
29 Cougar Court
Taft, CA 93268
- Kern Community College District
2100 Chester Avenue
Bakersfield, CA 93301
- Kern County Department of Mental Health
2203 17th Street
Bakersfield, CA 93301
- Kern County Veterans Services Department
1120 Golden State Avenue
Bakersfield, CA 93301
- Mexican American Opportunity Foundation
2130 Chester Avenue #200
Bakersfield, CA 93301
- Proteus, Incorporated
1816 Cecil Avenue
Delano, CA 93215

661-325-HIRE

www.americasjobcenterofkern.com 1800.203.2623 • TDD 661.635.2629

The AJCC & WIA are an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

Exhibit "B"

AJCC Partner Referral Process

In order to provide a "direct linkage/connection" for customers in the one-stop system, Partners agree to identify and maintain a Referral Coordinator who will be trained to provide information to customers about programs, services, and activities available through all Partner programs. The Referral Coordinator will receive incoming referrals both by email and by phone and will ensure that the customer being referred will be able to meet with their agency's most appropriate staff member as soon as possible. This would include providing the referred customer a scheduled appointment to assist them based on an assessment of the customer's need(s). To help facilitate this, all Partners will have real-time web-based communication or electronic access to the most current referral information of all partners in the one-stop system. In addition, an inter-agency referral committee will develop, update and maintain a policy and procedural manual describing the Referral Coordinator's role and duties within the one-stop system.

Flow Chart Process

This process flow chart describes the steps to be taken to facilitate a referral between any Partner agency and Kern, Inyo and Mono Counties Workforce Innovation and Opportunity Act (WIOA) funded programs.

The intent of a referral is to ensure that needed services for a customer are provided through the most appropriate funding streams, and are not duplicative.

The process begins when a Partner agency or a WIOA-funded agency has identified a customer who can benefit from the services of another agency, and/or in addition to the services provided by their own agency.

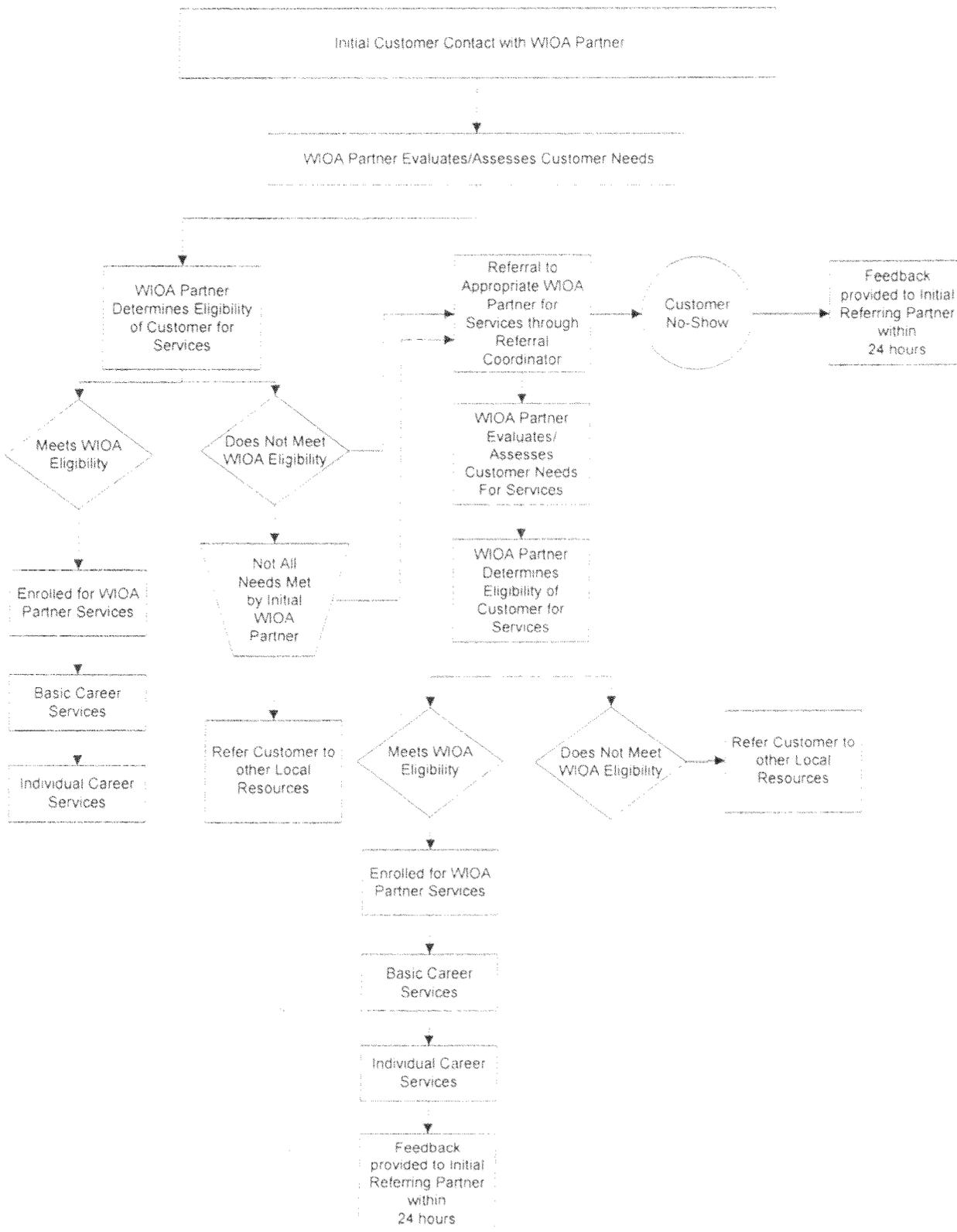
This process ends when the customer is enrolled in a WIOA service(s) or is not enrolled for cause.

The process flow chart begins and continues through page 2.

FORMS:

- WIOA Form 100 - Authorization to Release Information
- WIOA Form 200 - AJCC Partner Services Referral Form (to be used only when I-TAIN is not available)

AJCC PARTNER REFERRAL FLOW CHART



America's **JobCenter** of CaliforniaSM

Authorization to Release Information

Customer Name: _____

Purpose: Kern, Inyo & Mono Workforce Development Board (KIM WDB) needs your permission to share your personal information with other KIM WDB Partners in order to better serve you.

AUTHORIZATION TO RELEASE INFORMATION. I have been informed and understand that it may be necessary for representatives from KIM WDB Partners to contact other Workforce Innovation and Opportunities Act (WIOA) partners, educational and training programs, support service providers, employers, and health services to help meet your overall needs. I hereby grant permission and authorize the staff of these agencies to discuss and exchange information relating to my eligibility, participation and progress in WIOA funded programs.

By signing this Authorization, you agree to release KIM WDB, the County of Kern, and all of its directors, officers, boards, employees, volunteers, agents, participating partners, and contractors from and against any liability and claims related to unauthorized or accidental release of your personal information.

I give my consent to (Agency Name: _____) to provide my information to a WIOA partner for the purposes of a referral for services to help meet my needs.

Printed Name: _____

Signature: _____

Date: _____

America's **JobCenter** of CaliforniaSM

AJCC Partner Services Referral Form

Date: _____

Customer Name: _____

Customer Phone: _____ Email Address: _____

Referral From: *(Agency Name)* _____

Staff Name: _____ Staff Phone: _____

Staff Email: _____ Staff Fax #: _____

Referral To: *(Agency Name)* _____

Attn: Referral Coordinator

Referral Coordinator Phone: _____ Fax #: _____

Referral Coordinator Email: _____

Customer is being referred for the following services:

(Choose from the list of services available from the specific AJCC Partner)

1. _____

2. _____

3. _____

4. _____

5. _____



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

Departments: Community Development

TIME REQUIRED

SUBJECT Highway 108 Truck Restriction

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance recommending prohibition of large trucks on State Route 108.

RECOMMENDED ACTION:

Finding that the action is exempt from CEQA, adopt Ordinance ORD16-___, recommending prohibition of trucks exceeding 38 feet kingpin-to-rear axle (KPRA) on State Route (SR) 108 from the Mono/Tuolumne County line, postmile (PM) 0.0, to the winter closure gate at PM 9.8.

FISCAL IMPACT:

No fiscal impact.

CONTACT NAME: Scott Burns

PHONE/EMAIL: 760.924.1807 / sburns@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[staff report](#)

[Ordinance](#)

History

Time	Who	Approval
6/28/2016 7:31 PM	County Administrative Office	Yes
6/28/2016 10:25 AM	County Counsel	Yes
6/28/2016 6:25 PM	Finance	Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
www.monocounty.ca.gov

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

June 16, 2016

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Stacey Simon, County Counsel
Scott Burns, Director

RE: ORDINANCE SUPPORTING STATE ROUTE 108 TRUCK RESTRICTION

RECOMMENDATION

Finding that the action is exempt from CEQA, adopt Ordinance ORD16-__, recommending prohibition of trucks exceeding 38 feet kingpin-to-rear axle (KPRA) on State Route (SR) 108 from the Mono/Tuolumne County line, postmile (PM) 0.0, to the winter closure gate at PM 9.8.

FISCAL IMPACT

No impact to general fund. Positive impact on local economy as highway road closures will be reduced.

DISCUSSION

At the June 14, 2016 Board of Supervisors meeting, an ordinance recommending prohibition of trucks exceeding 38 feet kingpin-to-rear axle (KPRA) on State Route (SR) 108 was introduced. Upon adoption the ordinance and supporting report will be forwarded to Caltrans for further processing, with the effective date of the restriction occurring with the approval of the Caltrans Director and installation of signs notifying of the truck restrictions on State Route (SR) 108 from the Mono/Tuolumne County line, (PM) 0.0 to the winter closure gate at PM 9.8.

Please call Scott Burns at 924-1807 if you have questions.

ATTACHMENT

Ordinance No. ORD16-__



ORDINANCE NO. ORD16-__

AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS RECOMMENDING THE PROHIBITION OF VEHICLES AND COMBINATION VEHICLES WITH AN OVERALL LENGTH GREATER THAN 38 FEET KINGPIN-TO-REAR-AXLE ON AN EASTERLY SEGMENT OF STATE ROUTE 108

WHEREAS, the California Department of Transportation (Caltrans) has determined that certain large vehicles and combination vehicles described herein, cannot travel on the westerly segment of State Route 108, specified herein, without crossing over the center stripe; and

WHEREAS; Caltrans has determined that this problem can only be resolved by imposing the restrictions described in this ordinance; and

WHEREAS, Caltrans has requested the County's support for its findings and recommendations regarding State Route 108, a highway within the exclusive jurisdiction of the State of California;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS that:

SECTION ONE: The County of Mono concurs with Caltrans and recommends that vehicles and combination vehicles with an overall length greater than thirty eight (38) feet kingpin-to-rear-axle (KPRA) be prohibited from accessing State Route 108 from postmile (PM) 0.0 (Mono County/Tuolumne County line) to PM 9.8 (closure gate west of Marine Corps Mountain Warfare Training Center).

SECTION TWO: This action, taken at the request of the California Highway Patrol and Caltrans, shall have no effect on the continuing legal responsibilities of the State of California, by and through Caltrans, for the continued and future maintenance of the subject highway and for its duty to the users of said State highway.

SECTION THREE: The Board of Supervisors finds that the proposed restriction qualifies for an exemption from CEQA pursuant to 14 CCR 15301, 15308, and 15311.

SECTION FOUR: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below, and upon appropriate State action and notification of all involved enforcement agencies and the installation of regulatory roadside signs. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

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PASSED, APPROVED and ADOPTED this _____ day of _____, 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Fred Stump, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

Departments: Community Development

TIME REQUIRED

SUBJECT Housing Mitigation Ordinance
Suspension

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Ordinance extending suspension of housing mitigation requirements until January 15, 2018.

RECOMMENDED ACTION:

Adopt Ordinance ORD 16- __ amending section 15.40.170 of the Mono County Code, to extend the temporary suspension of all housing mitigation requirements.

FISCAL IMPACT:

No impact

CONTACT NAME: Scott Burns

PHONE/EMAIL: 760.924.1807 / sburns@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Ordinance

History

Time

Who

Approval

6/28/2016 7:19 PM	County Administrative Office	Yes
6/28/2016 10:37 AM	County Counsel	Yes
6/29/2016 11:26 AM	Finance	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

July 5, 2016

To: Honorable Chair and Members of the Board of Supervisors

From: Scott Burns, Director
Megan Mahaffey, Accountant

Subject: HOUSING MITIGATION ORDINANCE SUSPENSION

Recommended Action:

Adopt Ordinance ORD 16-__amending section 15.40.170 of the Mono County Code, to extend the temporary suspension of all housing mitigation requirements.

Fiscal Impact:

None.

Discussion:

The Housing Mitigation Ordinance (HMO) was initially suspended by ordinance from June 2011 through July 15, 2013 due to a slowdown in development activity, a significant decline in the cost of housing, and other relevant factors. Prior to the suspension, the HMO required payment of fees or the construction of affordable housing units for planning and building permits for projects exceeding size/intensity thresholds. Similarly, in June 2013, following a review of housing and economic conditions, the Board of Supervisors adopted an ordinance continuing the HMO suspension to January 15, 2015, and again, in December 2014, an ordinance continuing the suspension to July 15, 2016 was adopted.

The attached April staff report to the Housing Authority summarizes recent building permit activity and historical data during the HMO suspension period. Based on the following review, it appears that economic conditions are improving, but have not changed significantly and that an additional HMO suspension period is warranted. The additional suspension will also allow time for a CDBG grant-funded housing needs assessment to be conducted and recommendations for potential HMO adjustments to be presented for future Board consideration.

Attachments:

Ordinance



ORDINANCE NO. ORD16-___

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
AMENDING CHAPTER 15.40.170 OF THE MONO COUNTY CODE, EXTENDING THE
TEMPORARY SUSPENSION OF ALL HOUSING MITIGATION REQUIREMENTS**

WHEREAS, the County previously enacted a temporary suspension of certain housing mitigation requirements on development projects, as codified in Chapter 15.40 of the Mono County Code, which will expire on July 15, 2016, if not extended; and

WHEREAS, the Board wishes to continue that suspension for an additional eighteen (18) months.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS as follows:

SECTION ONE: Section 15.40.170 of the Mono County Code is hereby amended to read as follows:

“15.40.170 Temporary suspension of requirements.

All housing mitigation requirements set forth in Chapter 15.40 shall be suspended in their entirety, and be of no force or effect, during the period from July 15, 2011, through January 15, 2018.”

SECTION TWO: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of this ordinance’s adoption and final passage. If the Clerk fails to so publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2016, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Fred Stump, Chairman
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Acting County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Comments on the April 2016 Draft
Conway Ranch Strategic Facility Plan

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Correspondence dated June 17, 2016 from the United States Department of the Interior, regarding Comments on the April 2016 Draft Conway Ranch Strategic Facility Plan.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@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
Letter dtd 6-17-16

History

Time

Who

Approval

6/25/2016 5:42 AM	County Administrative Office	Yes
6/28/2016 10:22 AM	County Counsel	Yes
6/28/2016 5:44 PM	Finance	Yes



United States Department of the Interior

Pacific Southwest Region FISH AND WILDLIFE SERVICE

Reno Fish and Wildlife Office
1340 Financial Blvd., Suite 234
Reno, Nevada 89502

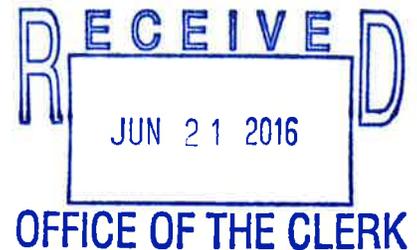
Ph: (775) 861-6300 ~ Fax: (775) 861-6301



June 17, 2016

File No. 2016-CPA-0077

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



Dear Mono County Board of Supervisors:

Subject: Comments on the April 2016 Draft Conway Ranch Strategic Facility Plan

Thank you for providing a public process in the development of a strategic plan to guide future activities, maintenance, and development of the Conway Ranch property. We commend Mono County's efforts to develop a plan that maintains and enhances the conservation, economic, recreation and cultural values that are present on Conway and Mattly Ranches. We have reviewed the draft Conway Ranch Strategic Facility Plan (Plan) dated April 2016 and would like to take this opportunity to share our general comments on the Plan.

The Plan identifies the master vision for grazing Mattly and Conway Ranches to include domestic sheep. We request the Plan be changed to simply identify livestock grazing as the master vision for the property. As we have communicated in previous letters and discussions, we remain concerned with the potential effects of domestic sheep grazing on Mattly and Conway Ranches to the state and federally endangered Sierra Nevada bighorn sheep (*Ovis canadensis sierrae*; Sierra bighorn).

Our main concern is the potential for disease transmission, specifically pneumonia, between domestic sheep and Sierra bighorn due to the proximity of Mattly and Conway Ranches to the Mt. Warren herd unit. The Mt. Warren herd unit was identified in the 2007 Sierra Nevada Bighorn Sheep Recovery Plan (Service 2007) as a herd unit essential for the recovery of the subspecies and it is also designated critical habitat. The California Department of Fish and Wildlife (CDFW), our partner in recovering the Sierra bighorn, has been successful in increasing the abundance and distribution of Sierra bighorn through augmentations and translocations. These efforts have been necessary in order to ensure the persistence of the subspecies throughout its historic range. A disease outbreak in the Mt. Warren herd unit would not only affect animals

occupying this area but it could also spread to animals in the surrounding area known as the Northern Recovery Unit. Currently, there are two other herds located in the Northern Recovery Unit, one of which is a newly introduced herd located in Yosemite National Park. Presently, we do not think that the current management of Mattly and Conway Ranches provides for the effective separation of domestic sheep and Sierra bighorn. This lack of effective separation limits our ability to recover Sierra bighorn.

The Plan also states that the current grazing lease expires in November 15, 2017, and that domestic sheep grazing may continue “unless it is prohibited through federal action, on North Conway Ranch, South Conway Ranch, and Mattly Ranch, with appropriate seasonal restrictions and BMPs applied.” We request that Mono County remove this language from the Plan because it is inconsistent with the U.S. Fish and Wildlife Service’s authority under the Endangered Species Act of 1973, as amended (ESA; 50 CFR §402.13).

As a result, we request an opportunity to meet in person to provide more detailed information on our concerns and authorities under the ESA. We are also hoping to arrange a meeting with F.I.M. Corporation to provide an opportunity for information sharing as well. If you have any questions regarding our comments or to arrange a meeting, please contact me or Lee Ann Carranza at (775) 861-6300.

Sincerely,



Edward D. Koch
State Supervisor

ccs:

Tony Dublino, Mono County, South County Office, Mammoth Lakes, California
F.I.M. Corporation, Smith, Nevada

Dr. Tom Stephenson, Senior Environmental Scientist, California Department of Fish and
Wildlife, Inland Deserts Region, Bishop, California

Literature Cited

U.S. Fish and Wildlife Service. 2007. Recovery Plan for the Sierra Nevada Bighorn Sheep. Sacramento, California. xiv + 199 pages.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

Departments: CAO/Finance

TIME REQUIRED 20 minutes (15 minute presentation;
5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Megan Mahaffey

SUBJECT Strategic Plan Update

AGENDA DESCRIPTION:

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

Mono County Strategic Plan Update

RECOMMENDED ACTION:

Accept an update on the Mono County Strategic Plan, including Focus Areas for the 2016-2017 budget cycle and provide direction.

FISCAL IMPACT:

None at this time.

CONTACT NAME: Megan Mahaffey

PHONE/EMAIL: 760-924-1836 / mmahaffey@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Focus Areas - Attachment A
Project List - Attachment B
Workshop Worksheet - Attachment C
Budget Narrative Supplement - Attachment D

History

Time	Who	Approval
6/29/2016 4:48 PM	County Administrative Office	Yes
6/29/2016 3:27 PM	County Counsel	Yes
6/8/2016 10:35 AM	Finance	Yes

COUNTY OF MONO



P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman
County Administrative Officer

July 5, 2016

To: Honorable Board of Supervisors

From: Leslie Chapman, CAO
Megan Mahaffey, Finance

Re: Mono County Strategic Plan Update

Actions Requested:

Accept an update on the Mono County Strategic Plan, including Focus Areas for the 2016-2017 budget cycle and provide direction.

Fiscal Impact:

None at this time.

Background:

On March 14, 2016 the Keiley Group facilitated a Mono County Board of Supervisors workshop to establish focus areas for 2016 - 2017 fiscal year. This workshop took place in Mammoth at Suite Z from 1-5pm. Consensus was reached and a clear set of priorities and focus areas were developed for the upcoming year. This is a time to celebrate the progress of the Mono County Strategic Plan as it the first time we have had Board established areas of focus to help guide the budget process in advance of the departments creating their budget requests. This has allowed for each department head to think about the work they are currently doing, strategize and prioritize programs and projects in line with the focus areas to create work plans for the next year corresponding to their budget request.

The focus areas for 2016 -2017 established on March 14th include:

- Collaborative solutions,
- Economic base,
- Environmental sustainability,
- Infrastructure,
- Mono Best Place to Work, and
- Public Safety.

Since the Board workshop, each department has made a large effort to think strategically in terms of what they are currently doing and what needs to be done to move Mono County in the direction of using collaborative solutions to increase the economic base, sustain the environment, improve infrastructure, make Mono County the best place to work, and improve local safety. There was a department level workshop facilitated by the Keiley group on May 25th attended by all departments except for two. Department heads discussed the work they are mandated to do by law, the work they intend to do in the next fiscal year, and how the work aligns with the established focus areas from the March 14th workshop. The departments saw overlap and synergies amongst one another while discussing programs and projects for next year that align with the Strategic Plan as well as value of programs and/projects across departments.

The most recent large push for the Mono County Strategic Plan was the submission of department requested budgets for 2016-2017 including alignment of their work plan using the focus areas from the March 14th Board workshop. The focus areas will guide the budget adoption process by prioritizing funding to programs and projects that are in line with the focus areas after all mandated services are budgeted. This is the first time that Mono County has had the one-year Strategic Plan focus areas established before department requested budgets were submitted. Once the Strategic Plan is fully integrated with the annual budget process we will start to look at outcomes not simply outputs! The Mono County Strategic plan next step will be to create measurements to measure what all the work we are doing measures up to and how we are showing progress on achieving goals of the Strategic Plan.

Attachments:

- A. Board Focus Areas from March 14, 2016
- B. Board Projects from March 14, 2016
- C. Worksheet used at Department head workshop on May 25, 2016 – Solid Waste
- D. Budget Narrative Supplement - Planning

Mono County Focus Areas for 2016/2017
March 14, 2016

Collaborative Solutions

- How do we allow each community to use its assets?
- Balancing environment & economy in a uniquely Mono way
- Seek collaborative solutions – regional, create efficiencies

Economic Base

- How to diversify economic base?
- How do we generate more revenue – TBID, sales tax increase?
- How do we allow each community to use its assets?
- Promote job creation (public or private?)
- How to make revenue streams less volatile?
- Increase long-term financial stability
- Increase economic growth substantially in depressed areas
- Aging population – resources to fit their needs
- Local agriculture – organic farming
- How do we save our existing businesses?
-

Mono best place to work

- How to recruit and retain qualified, committed staff
- How to make MO.CO. the best place to work
- How do we deal with employee moral & improve performance?
- How best to accommodate workforce in housing?
- How do we best take care of employees – labor neg. within the org. (Salary, workplace) & as members of our community
- Internal H/R improvements including wages within limits or budget, county MGT culture
- H.R. How do we provide for employee housing to match the human economic service need of the future?
- Increase employee productivity & morale
- Aging population – resources to fit their needs
- Creation + pay – jobs – pay comparable to other counties
- Human resource greatest asset need to be valued, recognized, a priority – project:23 county survey
- This is a great place to work. How do we make work a great place to be?
- Train and develop our own
- Improve care and feeding of county employees 1st

Environmental Sustainability

- How to keep Mono from being overrun from people and machines?
- Local agriculture – organic farming

Mono County Focus Areas for 2016/2017
March 14, 2016

Public Safety

- Public safety LE Jail – Required programs – assist other responders
- Ems system modification to extend service and be fiscally responsible
- Public safety & emergency Services emerging issues, anticipating change
- Make sure EMS is sustainable
- EMS Services
- Reduce crime/drug use

Infrastructure

- Improve physical infrastructure
- Water availability – water resources
- Aging population – resources to fit their needs

Projects Identified in March 14, 2016 Special Session
Mono County Board of Supervisors

- Solid waste planning
- Facilities/ Fixing/ Planning
- Road/Facilities/Maintenance & improvements – including CARB compliance
- Leadership Academy
- Best place to work – Labor/Salary/Wage strategy & plan
- Infrastructure – Mammoth facilities planning
- Coil solutions – Solid waste planning
- Public safety – EMS Reorg.
- Environment – Forest planning
- Complete C.A.R.B. compliance plan
- Infrastructure – TA – Road shop & park expansion in June Lake
- Public Safety – TA – continued reporting to BOS/Public in statue of IC system
- Best place – Salary increases across the board to employees
- EC. Base – Explore new revenue options (TBID, tot, sales tax, etc.)
- Econ Dev – D. 395 last mile connections
- Infrastructure Back fill state road cuts – ADA compliance
- Make Mono work employee comp package improvements
- Environ- Solid waste Inc. greater recycling
- Public safety EMS system modification
- Complete campus plan for Bridgeport
- Best plan – Work to achieve government center for South County offices
- Reinstate housing ordinance
- Achieve energy self-reliance
- Ban plastic bags in Mono Co
- Establish the Bodie Hills conservation/National Monument
- EMS?
- Extend water/sewer lines to Sierra Bus. Park
- Seek to place June Lade development at base of the ski area
- Collaborative Solution – determining future of Conway ranch
- Ec. Base – Completion of D-395
- Env. Sol- Expanding recreation opportunities across land base of M/L
- My project ideas!
- Prepare for solid waste
- Benton park improvements
- Solve solid waste
- Combined Highway use
- County wide salary survey & implementation of parity
- Crowley CSA1 project assistance
- Good/Sustainable stewardship of infrastructure, (roads, bridges, facilities)
- Infrastructure – Mammoth facilities planning – Davison House
- Coil – Solutions – Solid Waste planning
- Solid waste
- Public safety – continued reporting to BOS/Public on status of IC system

Projects Identified in March 14, 2016 Special Session
Mono County Board of Supervisors

- Establish intentional dark sky destination for Mono Co
- Extend water/sewer lines to sierra bus park

Non Mandated Programs/Projects Aligned with 2016-2017 Focus Areas

	Name of item	Project	Program	Focus Area(s)	Collaborative Partners (if any)	Estimated Annual Budget
1	Biomass Utilization		x	Env. Sus, Coll. Sol.	TOML	\$20,000
2	C&D Salvage/Upcycling		x	Env. Sus, Coll. Sol.	TOML	\$40,000
3	Increase Mixed Papr Recycling		x	Env. Sus.		\$5,000
4	Redemption Center		x	Env. Sus, Economic Base		\$15,000
5	Outreach/Education		x	Env. Sus, Coll. Sol.	TOML	\$50,000
6	Countywide Parcel Fee Audit	x		Economic Base, Coll. Sol.	TOML	\$10,000
7						
8						
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18						
19						
20						



Planning Division Goals
FY 2016-17

Mono County Focus Areas

Type of work Date

Planning Division Goals	Collaborative Solutions	Economic Base	Environmental Sustainability	Infrastructure	Mono Best Place to work	Public Safety	Mandate/Project/Program	Estimated completion
<i>Building on favorable USFWS decision to not list sage grouse as threatened, continue efforts mitigating grouse impacts, including refining Bi-State Action Plan implementation programs, working with applicants to avoid habitat impacts where feasible, and implementing general plan guidance for sage grouse mitigation. Fund these activities through grants from BLM and other sources. Continue to coordinate responses to listing and critical habitat designation proposals of the USFWS.</i>	X	X	X				Program	ongoing
<i>With grant funding, update the Community Wildfire Protection Plan and the Multi-functional Hazard Mitigation Plan, and include a community emergency access route assessment</i>	X		X	X		X	Project	12/17/16
<i>Continue refining new permitting module within Innoprise software to integrate development reviews with multiple departments and reduce permit software costs.</i>	X	X	X	X	X		Mandate	06/30/17
<i>Using federal grant, conclude development of Hwy 395 Scenic Byway Corridor Enhancement Plan, including identifying community themes and central business district guidelines, community gateway signs, interpretive and trail opportunities, scenic corridor marketing plan, and website content.</i>	X	X	X	X			Project	06/30/17
<i>Process planning applications and environmental documents in a timely manner</i>	X	X	X				Mandate	ongoing
<i>Provide staff support to the Local Transportation Commission, including related committees such as YARTS, Social Service Transportation Advisory Council, and Eastern California Transportation Planning Partnership.</i>	X	X	X	X			Mandate	ongoing
<i>Continue trails planning for communities, including the Long Valley, Mono Basin, June Lake, Bridgeport and Antelope Valley (grant funded). Develop a Project Initiation Document (PID) equivalent for a Down Canyon Trail in June Lake.</i>	X	X	X	X			Project	06/30/17



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

Departments: Elections

TIME REQUIRED	15 minutes (5 minute presentation; 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Bob Musil
SUBJECT	Presentation of Election Results		

AGENDA DESCRIPTION:

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

Presentation of the results of the June 7, 2016 Presidential Primary Election and the June 7, 2016 Mammoth Lakes Town Council Election.

RECOMMENDED ACTION:

No action necessary. Informational presentation only.

FISCAL IMPACT:

None.

CONTACT NAME: Bob Musil

PHONE/EMAIL: X5538 / bmusil@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
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Certified Presidential Primary Election Results
<input type="checkbox"/> Certified Town Council Election Results

History

Time	Who	Approval
6/28/2016 7:28 PM	County Administrative Office	Yes
6/28/2016 10:10 AM	County Counsel	Yes
6/28/2016 6:37 PM	Finance	Yes



CLERK-RECORDER-REGISTRAR OF VOTERS COUNTY OF MONO

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

Bob Musil
Clerk/Recorder/Registrar
bmusil@mono.ca.gov

Shannon Kendall
Assistant Clerk/Recorder/Registrar
skendall@mono.ca.gov

To: Honorable Board of Supervisors

From: Bob Musil, Registrar of Voters

Date: July 5, 2016

Subject

Certified Results of the June 7, 2016 Presidential Primary Election

Recommended Action

None; informational presentation only.

Discussion

On June 7, 2016 the Presidential Primary Election was held. At the same time, an election was held to elect members to Mammoth Lakes Town Council.

Per Elections Code §15372, the elections official shall prepare a certified statement of the result of the election and submit it to the governing body within 30 days of the election. Attached for your review are certified statements of the results for both elections.

On Election Day, Mono County had 5,934 registered voters. There were 1,456 voters who cast ballots in person, and another 2,212 who voted using a mail ballot, for a total of 3,668 votes cast. With a total turnout of 61.81%, Mono County currently has the 4th highest turnout in the state.

Fiscal Impact

None

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS
OF THE RESULTS OF THE CANVASS
OF THE JUNE 7, 2016, PRESIDENTIAL PRIMARY ELECTION**

STATE OF CALIFORNIA

COUNTY OF Mono

} ss.

I, Bob Musil, County Clerk/Registrar of Voters of said county, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Presidential Primary Election held in said County on June 7, 2016, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 25th day of June 2016 at
the County of Mono .



Bob Musil
Registrar of Voters

County of Mono
State of California

June 7, 2016

Summary Report

Mono County

Official

Registration & Turnout		5,934	Voters
Election Day Turnout		1,456	24.54%
Vote By Mail Turnout		2,212	37.28%
	Total ...	3,668	61.81%
Non-Partisan Registration & Turnout		1,515	Voters
Election Day Turnout		76	5.02%
Vote By Mail Turnout		222	14.65%
	Total ...	298	19.67%
Democratic Registration & Turnout		2,084	Voters
Election Day Turnout		825	39.59%
Vote By Mail Turnout		1,062	50.96%
	Total ...	1,887	90.55%
Republican Registration & Turnout		1,986	Voters
Election Day Turnout		470	23.67%
Vote By Mail Turnout		850	42.80%
	Total ...	1,320	66.47%
American Independent Registration & Turnout		244	Voters
Election Day Turnout		57	23.36%
Vote By Mail Turnout		51	20.90%
	Total ...	108	44.26%
Green Registration & Turnout		35	Voters
Election Day Turnout		2	5.71%
Vote By Mail Turnout		8	22.86%
	Total ...	10	28.57%
Libertarian Registration & Turnout		46	Voters
Election Day Turnout		24	52.17%
Vote By Mail Turnout		15	32.61%
	Total ...	39	84.78%
Peace and Freedom Registration & Turnout		24	Voters
Election Day Turnout		2	8.33%
Vote By Mail Turnout		4	16.67%
	Total ...	6	25.00%
DEM - Presidential Preference - Democratic		0/12	0.00%
KEITH JUDD		0	0.00%
MICHAEL STEINBERG		1	0.05%
BERNIE SANDERS		1,038	55.78%
WILLIE WILSON		6	0.32%
ROQUE DE LA FUENTE		2	0.11%
HILLARY CLINTON		799	42.93%
HENRY HEWES		1	0.05%
WRITE-IN		14	0.75%
	Total ...	1,861	100.00%
REP - PRESIDENTIAL PREFERENCE - REP		12/12	100.00%
DONALD TRUMP		896	71.62%
BEN CARSON		57	4.56%
TED CRUZ		95	7.59%
JOHN R. KASICH		156	12.47%

MONO_20160607_E

June 7, 2016

Summary Report

Mono County

Official

REP - PRESIDENTIAL PREFERENCE - REP (continued...)		12/12	100.00%
JIM GILMORE		6	0.48%
WRITE-IN		41	3.28%
	Total ...	1,251	100.00%
AI - Presidential Preference - American Independent		12/12	100.00%
ROBERT ORNELAS		4	7.14%
ALAN SPEARS		5	8.93%
WILEY DRAKE		3	5.36%
JAMES HEDGES		3	5.36%
THOMAS HOEFLING		4	7.14%
ARTHUR HARRIS		9	16.07%
J.R. MYERS		3	5.36%
WRITE-IN		25	44.64%
	Total ...	56	100.00%
GRN - Presidential Preference - Green		12/12	100.00%
JILL STEIN		6	100.00%
DARRYL CHERNEY		0	0.00%
WILLIAM KREML		0	0.00%
KENT MESPLAY		0	0.00%
SEDINAM MOYOWASIFSA-CURRY		0	0.00%
WRITE-IN		0	0.00%
	Total ...	6	100.00%
LIB - Presidential Preference - Libertarian		12/12	100.00%
GARY JOHNSON		14	42.42%
MARC FELDMAN		0	0.00%
RHETT WHITE FEATHER SMITH		1	3.03%
JOY WAYMIRE		0	0.00%
STEVE KERBEL		1	3.03%
JOHN HALE		2	6.06%
JOHN MCAFEE		4	12.12%
CECIL INCE		1	3.03%
AUSTIN PETERSEN		0	0.00%
DARRYL W. PERRY		1	3.03%
DERRICK M. REID		0	0.00%
JACK ROBINSON, JR.		1	3.03%
WRITE-IN		8	24.24%
	Total ...	33	100.00%
PF - Presidential Preference - Peace and Freedom		12/12	100.00%
GLORIA ESTELA LA RIVA		1	20.00%
LYNN S. KAHN		2	40.00%
MONICA MOOREHEAD		1	20.00%
WRITE-IN		1	20.00%
	Total ...	5	100.00%
U.S. SENATOR		12/12	100.00%
GEORGE C. YANG		27	0.86%
JERRY J. LAWS		21	0.67%
GAIL K. LIGHTFOOT		61	1.94%
MIKE BEITIKS		29	0.92%
PAMELA ELIZONDO		71	2.26%
SCOTT A. VINEBERG		4	0.13%
STEVE STOKES		114	3.63%
DUF SUNDHEIM		201	6.40%
LING LING SHI		10	0.32%

June 7, 2016

Summary Report

Mono County

Official

U.S. SENATOR (continued...)	12/12	100.00%
LORETTA L. SANCHEZ	508	16.16%
PHIL WYMAN	433	13.78%
JARRELL WILLIAMSON	23	0.73%
THOMAS G. DEL BECCARO	96	3.05%
RON UNZ	40	1.27%
GREG CONLON	150	4.77%
JASON KRAUS	20	0.64%
DON KRAMPE	50	1.59%
MARK MATTHEW HERD	21	0.67%
VON HOUGO	48	1.53%
JASON HANANIA	6	0.19%
KAMALA D. HARRIS	947	30.13%
GAR MYERS	2	0.06%
PAUL MERRITT	24	0.76%
MASSIE MUNROE	44	1.40%
ELEANOR GARCÍA	13	0.41%
TIM GILDERSLEEVE	2	0.06%
CLIVE GREY	26	0.83%
DON J. GRUNDMANN	5	0.16%
PRESIDENT CRISTINA GRAPPO	25	0.80%
HERBERT G. PETERS	8	0.25%
TOM PALZER	49	1.56%
JOHN THOMPSON PARKER	7	0.22%
KAREN ROSEBERRY	35	1.11%
EMORY RODGERS	13	0.41%
WRITE-IN	10	0.32%
Total ...	3,143	100.00%
US REPRESENTATIVE 8th	12/12	100.00%
ROGER LA PLANTE	332	10.14%
TIM DONNELLY	402	12.27%
PAUL COOK	1,298	39.63%
JOHN PINKERTON	185	5.65%
RITA RAMIREZ	1,046	31.94%
WRITE-IN	12	0.37%
Total ...	3,275	100.00%
STATE ASSEMBLY DISTRICT 5	12/12	100.00%
ROBERT CARABAS	880	28.20%
KAI ELLSWORTH	510	16.34%
FRANK BIGELOW	1,473	47.20%
MARK BELDEN	243	7.79%
WRITE-IN	15	0.48%
Total ...	3,121	100.00%
SUPERVISOR, 2nd DISTRICT	3/3	100.00%
FRED STUMP	814	97.25%
WRITE-IN	23	2.75%
Total ...	837	100.00%
SUPERVISOR, 3rd DISTRICT	3/3	100.00%
BOB GARDNER	556	94.40%
WRITE-IN	33	5.60%
Total ...	589	100.00%
SUPERVISOR, 4th DISTRICT	3/3	100.00%
TIM FESKO	299	38.38%

MONO_20160607_E

June 7, 2016

Summary Report

Mono County

Official

SUPERVISOR, 4th DISTRICT (continued...)	3/3	100.00%
BOB TEMS	109	13.99%
JOHN PETERS	364	46.73%
WRITE-IN	7	0.90%
Total ...	779	100.00%
	5/5	100.00%

Prop 50

YES	2,499	78.41%
NO	688	21.59%
Total ...	3,187	100.00%

Local Measure G

YES	1,663	79.65%
NO	425	20.35%
Total ...	2,088	100.00%

200010		DEMOCRATIC PRESIDENTIAL PREFERENCE - DEMOCRATIC												
	Registration	Ballots Cast	Turnout (%)		KEITH JUDD	MICHAEL STEINBERG	BERNIE SANDERS	WILLIE WILSON	ROQUE DE LA FUENTE	HILLARY CLINTON	HENRY HEWES			
01 ANTELOPE 0001	482	148	30.71		0	0	22	0	0	30	0			
01 ANTELOPE - Vote By Mail	482	185	38.38		0	0	34	2	0	21	0			
03 BRIDGEPORT 0003	357	120	33.61		0	0	23	0	0	5	0			
03 BRIDGEPORT - Vote By Mail	357	136	38.10		0	0	24	0	1	23	0			
04 TRI-VALLEY 0004	549	99	18.03		0	0	16	0	0	18	0			
04 TRI-VALLEY - Vote By Mail	549	226	41.17		0	0	37	0	0	31	0			
05 JUNE LAKE 0005	344	79	22.97		0	0	29	0	0	10	0			
05 JUNE LAKE - Vote By Mail	344	139	40.41		0	0	27	0	0	36	0			
06 LEE VINING - MB 0006	241	2	0.83		0	0	2	0	0	0	0			
06 LEE VINING - MB - Vote By Mail	241	164	68.05		0	0	59	0	0	32	0			
07 LONG VALLEY 0007	708	209	29.52		0	0	63	0	0	51	0			
07 LONG VALLEY - Vote By Mail	708	237	33.47		0	0	62	0	0	60	0			
08 MAMMOTH MEADOW 0008	401	120	29.93		0	0	50	1	0	28	0			
08 MAMMOTH MEADOW - Vote By Mail	401	128	31.92		0	0	37	1	0	30	0			
09 MAMMOTH MINARET 0009	795	204	25.66		0	0	88	0	0	45	0			
09 MAMMOTH MINARET - Vote By Mail	795	256	32.20		0	0	55	1	0	61	0			
10 MAMMOTH PINECREST 0010	533	136	25.52		0	0	52	0	0	33	0			
10 MAMMOTH PINECREST - Vote By Mail	533	195	36.59		0	0	41	0	0	58	0			
11 SWALL MEADOWS - MB 0011	254	4	1.57		0	0	3	0	0	0	0			
11 SWALL MEADOWS - MB - Vote By Mail	254	195	76.77		0	0	46	0	0	74	1			
12 MAMMOTH VIEW 0012	768	216	28.13		0	0	88	1	1	54	0			
12 MAMMOTH VIEW - Vote By Mail	768	186	24.22		0	0	63	0	0	39	0			
13 OLD MAMMOTH 0013	502	119	23.71		0	1	64	0	0	29	0			
13 OLD MAMMOTH - Vote By Mail	502	165	32.87		0	0	53	0	0	31	0			
Precinct Totals	5934	1456	24.54		0	1	500	2	1	303	0			
Vote By Mail Totals	5934	2212	37.28		0	0	538	4	1	496	1			
Grand Totals	5934	3668	61.81		0	1	1038	6	2	799	1			
CALIFORNIA	5934	3668	61.81		0	1	1038	6	2	799	1			
8TH CONGRESSIONAL DISTRICT	5934	3668	61.81		0	1	1038	6	2	799	1			
8th STATE SENATE DISTRICT	5934	3668	61.81		0	1	1038	6	2	799	1			
5TH ASSEMBLY DISTRICT	5934	3668	61.81		0	1	1038	6	2	799	1			
1st EQUALIZATION DISTRICT	5934	3668	61.81		0	1	1038	6	2	799	1			
1st SUPERVISOR DISTRICT	768	402	52.34		0	0	151	1	1	93	0			
2nd SUPERVISOR DISTRICT	1511	970	64.20		0	0	227	0	0	234	1			
3rd SUPERVISOR DISTRICT	1360	844	61.16		0	0	260	1	0	184	0			
4th SUPERVISOR DISTRICT	1240	837	67.50		0	0	190	4	1	137	0			
5th SUPERVISOR DISTRICT	1035	615	59.42		0	1	210	0	0	151	0			
MONO COUNTY	5385	3343	62.08		0	1	985	6	2	750	1			
TOWN OF MAMMOTH LAKES	2999	1725	57.52		0	1	591	4	1	408	0			

REPUBLICAN PRESIDENTIAL PREFERENCE - REP														
300011	Registration	Ballots Cast	Turnout (%)		DONALD TRUMP	BEN CARSON	TED CRUZ	JOHN R. KASICH	JIM GILMORE					
01 ANTELOPE 0001	482	148	30.71		51	3	7	7	0					
01 ANTELOPE - Vote By Mail	482	185	38.38		68	3	11	9	0					
03 BRIDGEPORT 0003	357	120	33.61		51	7	10	6	0					
03 BRIDGEPORT - Vote By Mail	357	136	38.10		53	4	5	2	0					
04 TRI-VALLEY 0004	549	99	18.03		40	1	1	2	0					
04 TRI-VALLEY - Vote By Mail	549	226	41.17		105	2	3	12	1					
05 JUNE LAKE 0005	344	79	22.97		26	1	6	4	0					
05 JUNE LAKE - Vote By Mail	344	139	40.41		39	2	4	4	0					
06 LEE VINING - MB 0006	241	2	0.83		0	0	0	0	0					
06 LEE VINING - MB - Vote By Mail	241	164	68.05		42	1	4	3	0					
07 LONG VALLEY 0007	708	209	29.52		38	2	10	12	0					
07 LONG VALLEY - Vote By Mail	708	237	33.47		62	3	3	11	0					
08 MAMMOTH MEADOW 0008	401	120	29.93		13	4	2	2	0					
08 MAMMOTH MEADOW - Vote By Mail	401	128	31.92		23	1	4	6	0					
09 MAMMOTH MINARET 0009	795	204	25.66		24	2	2	8	0					
09 MAMMOTH MINARET - Vote By Mail	795	256	32.20		64	1	5	18	1					
10 MAMMOTH PINECREST 0010	533	136	25.52		19	2	5	6	0					
10 MAMMOTH PINECREST - Vote By Mail	533	195	36.59		40	6	4	7	1					
11 SWALL MEADOWS - MB 0011	254	4	1.57		0	0	0	0	0					
11 SWALL MEADOWS - MB - Vote By Mail	254	195	76.77		42	0	0	6	0					
12 MAMMOTH VIEW 0012	768	216	28.13		26	4	2	11	0					
12 MAMMOTH VIEW - Vote By Mail	768	186	24.22		29	3	3	9	1					
13 OLD MAMMOTH 0013	502	119	23.71		10	1	2	4	0					
13 OLD MAMMOTH - Vote By Mail	502	165	32.87		31	4	2	7	2					
Precinct Totals	5934	1456	24.54		298	27	47	62	0					
Vote By Mail Totals	5934	2212	37.28		598	30	48	94	6					
Grand Totals	5934	3668	61.81		896	57	95	156	6					
CALIFORNIA	5934	3668	61.81		896	57	95	156	6					
8TH CONGRESSIONAL DISTRICT	5934	3668	61.81		896	57	95	156	6					
8th STATE SENATE DISTRICT	5934	3668	61.81		896	57	95	156	6					
5TH ASSEMBLY DISTRICT	5934	3668	61.81		896	57	95	156	6					
1st EQUALIZATION DISTRICT	5934	3668	61.81		896	57	95	156	6					
1st SUPERVISOR DISTRICT	768	402	52.34		55	7	5	20	1					
2nd SUPERVISOR DISTRICT	1511	970	64.20		287	8	17	43	1					
3rd SUPERVISOR DISTRICT	1380	844	61.16		195	7	21	37	1					
4th SUPERVISOR DISTRICT	1240	837	67.50		259	22	39	32	0					
5th SUPERVISOR DISTRICT	1035	615	59.42		100	13	13	24	3					
MONO COUNTY	5385	3343	62.08		751	54	91	142	5					
TOWN OF MAMMOTH LAKES	2999	1725	57.52		279	28	31	78	5					

MONO COUNTY Statement of Vote
MONO_20160607_E

400012	AMERICAN INDEPENDENT PRESIDENTIAL PREFERENCE - AMERICAN INDEPENDENT														
	Registration	Ballots Cast	Turnout (%)		ROBERT ORNELAS	ALAN SPEARS	WILEY DRAKE	JAMES HEDGES	THOMAS HOEFLING	ARTHUR HARRIS	J.R. MYERS				
01 ANTELOPE 0001	482	148	30.71		0	0	1	0	0	1	0				
01 ANTELOPE - Vote By Mail	482	185	38.38		0	1	1	0	0	0	1				
03 BRIDGEPORT 0003	357	120	33.61		0	1	0	0	1	1	0				
03 BRIDGEPORT - Vote By Mail	357	136	38.10		0	0	0	0	0	0	1				
04 TRI-VALLEY 0004	549	99	18.03		1	0	0	0	0	0	1				
04 TRI-VALLEY - Vote By Mail	549	226	41.17		0	0	0	0	1	3	0				
05 JUNE LAKE 0005	344	79	22.97		0	0	0	0	0	0	0				
05 JUNE LAKE - Vote By Mail	344	139	40.41		0	0	0	0	0	0	1				
06 LEE VINING - MB 0006	241	2	0.83		0	0	0	0	0	0	0				
06 LEE VINING - MB - Vote By Mail	241	164	68.05		0	0	0	0	0	0	0				
07 LONG VALLEY 0007	708	209	29.52		1	1	0	0	0	0	1				
07 LONG VALLEY - Vote By Mail	708	237	33.47		0	0	0	1	0	0	0				
08 MAMMOTH MEADOW 0008	401	120	29.93		0	0	0	0	1	0	0				
08 MAMMOTH MEADOW - Vote By Mail	401	128	31.92		0	0	0	0	0	0	0				
09 MAMMOTH MINARET 0009	795	204	25.66		1	2	0	1	1	1	0				
09 MAMMOTH MINARET - Vote By Mail	795	256	32.20		0	0	0	0	0	0	0				
10 MAMMOTH PINECREST 0010	533	136	25.52		0	0	0	0	0	1	0				
10 MAMMOTH PINECREST - Vote By Mail	533	195	36.59		0	0	0	0	0	0	0				
11 SWALL MEADOWS - MB 0011	254	4	1.57		0	0	0	0	0	0	0				
11 SWALL MEADOWS - MB - Vote By Mail	254	195	76.77		0	0	1	0	0	0	0				
12 MAMMOTH VIEW 0012	768	216	28.13		1	0	0	0	0	0	1				
12 MAMMOTH VIEW - Vote By Mail	768	186	24.22		0	0	0	0	0	0	0				
13 OLD MAMMOTH 0013	502	119	23.71		0	0	0	0	0	0	0				
13 OLD MAMMOTH - Vote By Mail	502	165	32.87		0	0	0	0	0	0	0				
Precinct Totals	5934	1456	24.54		4	4	1	2	3	5	1				
Vote By Mail Totals	5934	2212	37.28		0	1	2	1	1	4	2				
Grand Totals	5934	3668	61.81		4	5	3	3	4	9	3				
CALIFORNIA	5934	3668	61.81		4	5	3	3	4	9	3				
8TH CONGRESSIONAL DISTRICT	5934	3668	61.81		4	5	3	3	4	9	3				
8th STATE SENATE DISTRICT	5934	3668	61.81		4	5	3	3	4	9	3				
5TH ASSEMBLY DISTRICT	5934	3668	61.81		4	5	3	3	4	9	3				
1st EQUALIZATION DISTRICT	5934	3668	61.81		4	5	3	3	4	9	3				
1st SUPERVISOR DISTRICT	768	402	52.34		1	0	0	0	0	1	0				
2nd SUPERVISOR DISTRICT	1511	970	64.20		2	1	1	1	1	5	1				
3rd SUPERVISOR DISTRICT	1380	844	61.16		1	2	0	1	1	1	0				
4th SUPERVISOR DISTRICT	1240	837	67.50		0	2	2	1	1	2	2				
5th SUPERVISOR DISTRICT	1035	615	59.42		0	0	0	0	1	0	0				
MONO COUNTY	5385	3343	62.08		3	5	3	3	3	5	2				
TOWN OF MAMMOTH LAKES	2999	1725	57.52		2	2	0	2	2	1	0				

June 7,2016

MONO_20160607_E

GREEN PRESIDENTIAL PREFERENCE - GREEN															
500013	Registration	Ballots Cast	Turnout (%)		JILL STEIN	DARRYL CHERNEY	WILLIAM KREML	KENT MIESPLAY	SEDINAM MOYOWASIFSA-CURRY						
01 ANTELOPE 0001	482	148	30.71		0	0	0	0	0						
01 ANTELOPE - Vote By Mail	482	185	38.38		0	0	0	0	0						
03 BRIDGEPORT 0003	357	120	33.61		0	0	0	0	0						
03 BRIDGEPORT - Vote By Mail	357	136	38.10		0	0	0	0	0						
04 TRI-VALLEY 0004	549	99	18.03		0	0	0	0	0						
04 TRI-VALLEY - Vote By Mail	549	226	41.17		0	0	0	0	0						
05 JUNE LAKE 0005	344	79	22.97		0	0	0	0	0						
05 JUNE LAKE - Vote By Mail	344	139	40.41		0	0	0	0	0						
06 LEE VINING - MB 0006	241	2	0.83		0	0	0	0	0						
06 LEE VINING - MB - Vote By Mail	241	164	68.05		1	0	0	0	0						
07 LONG VALLEY 0007	708	209	29.52		0	0	0	0	0						
07 LONG VALLEY - Vote By Mail	708	237	33.47		0	0	0	0	0						
08 MAMMOTH MEADOW 0008	401	120	29.93		0	0	0	0	0						
08 MAMMOTH MEADOW - Vote By Mail	401	128	31.92		0	0	0	0	0						
09 MAMMOTH MINARET 0009	795	204	25.66		0	0	0	0	0						
09 MAMMOTH MINARET - Vote By Mail	795	256	32.20		0	0	0	0	0						
10 MAMMOTH PINECREST 0010	533	136	25.52		0	0	0	0	0						
10 MAMMOTH PINECREST - Vote By Mail	533	195	36.59		1	0	0	0	0						
11 SWALL MEADOWS - MB 0011	254	4	1.57		0	0	0	0	0						
11 SWALL MEADOWS - MB - Vote By Mail	254	195	76.77		1	0	0	0	0						
12 MAMMOTH VIEW 0012	768	216	28.13		2	0	0	0	0						
12 MAMMOTH VIEW - Vote By Mail	768	186	24.22		0	0	0	0	0						
13 OLD MAMMOTH 0013	502	119	23.71		0	0	0	0	0						
13 OLD MAMMOTH - Vote By Mail	502	165	32.87		1	0	0	0	0						
Precinct Totals	5934	1456	24.54		2	0	0	0	0						
Vote By Mail Totals	5934	2212	37.28		4	0	0	0	0						
Grand Totals	5934	3668	61.81		6	0	0	0	0						
CALIFORNIA	5934	3668	61.81		6	0	0	0	0						
8TH CONGRESSIONAL DISTRICT	5934	3668	61.81		6	0	0	0	0						
8th STATE SENATE DISTRICT	5934	3668	61.81		6	0	0	0	0						
5TH ASSEMBLY DISTRICT	5934	3668	61.81		6	0	0	0	0						
1st EQUALIZATION DISTRICT	5934	3668	61.81		6	0	0	0	0						
1st SUPERVISOR DISTRICT	768	402	52.34		2	0	0	0	0						
2nd SUPERVISOR DISTRICT	1511	970	64.20		1	0	0	0	0						
3rd SUPERVISOR DISTRICT	1380	844	61.16		1	0	0	0	0						
4th SUPERVISOR DISTRICT	1240	837	67.50		0	0	0	0	0						
5th SUPERVISOR DISTRICT	1035	615	59.42		2	0	0	0	0						
MONO COUNTY	5385	3343	62.08		6	0	0	0	0						
TOWN OF MAMMOTH LAKES	2999	1725	57.52		4	0	0	0	0						

MONO COUNTY Statement of Vote
MONO_20160607_E

LIBERTARIAN PRESIDENTIAL PREFERENCE - LIBERTARIAN																
600014	Registration	Ballots Cast	Turnout (%)		GARY JOHNSON	MARC FELDMAN	RHETT WHITE FEATHER SMITH	JOY WAYMIRE	STEVE KERBEL	JOHN HALE	JOHN MCAFEE	CECIL INCE	AUSTIN PETERSEN	DARRYL W. PERRY	DERRICK M. REID	JACK ROBINSON, JR.
01 ANTELOPE 0001	482	148	30.71		1	0	0	0	0	1	1	0	0	0	0	0
01 ANTELOPE - Vote By Mail	482	185	38.38		1	0	0	0	0	0	0	0	0	0	0	0
03 BRIDGEPORT 0003	357	120	33.61		0	0	0	0	0	0	0	0	0	0	0	0
03 BRIDGEPORT - Vote By Mail	357	136	38.10		0	0	0	0	0	0	0	0	0	0	0	0
04 TRI-VALLEY 0004	549	99	18.03		2	0	0	0	0	0	0	0	0	0	0	0
04 TRI-VALLEY - Vote By Mail	549	226	41.17		2	0	0	0	1	0	0	0	0	0	0	0
05 JUNE LAKE 0005	344	79	22.97		0	0	0	0	0	0	0	0	0	0	0	0
05 JUNE LAKE - Vote By Mail	344	139	40.41		0	0	0	0	0	0	0	0	0	0	0	0
06 LEE VINING - MB 0006	241	2	0.83		0	0	0	0	0	0	0	0	0	0	0	0
06 LEE VINING - MB - Vote By Mail	241	164	68.05		0	0	0	0	0	0	0	0	0	0	0	0
07 LONG VALLEY 0007	708	209	29.52		2	0	0	0	0	0	0	1	0	0	0	0
07 LONG VALLEY - Vote By Mail	708	237	33.47		0	0	1	0	0	0	0	0	0	0	0	0
08 MAMMOTH MEADOW 0008	401	120	29.93		0	0	0	0	0	1	0	0	0	0	0	0
08 MAMMOTH MEADOW - Vote By Mail	401	128	31.92		0	0	0	0	0	0	0	0	0	0	0	0
09 MAMMOTH MINARET 0009	795	204	25.66		0	0	0	0	0	0	0	0	0	0	0	0
09 MAMMOTH MINARET - Vote By Mail	795	256	32.20		1	0	0	0	0	0	1	0	0	0	0	0
10 MAMMOTH PINECREST 0010	533	136	25.52		2	0	0	0	0	0	1	0	0	1	0	1
10 MAMMOTH PINECREST - Vote By Mail	533	195	36.59		1	0	0	0	0	0	0	0	0	0	0	0
11 SWALL MEADOWS - MB 0011	254	4	1.57		0	0	0	0	0	0	0	0	0	0	0	0
11 SWALL MEADOWS - MB - Vote By Mail	254	195	76.77		0	0	0	0	0	0	0	0	0	0	0	0
12 MAMMOTH VIEW 0012	768	216	28.13		1	0	0	0	0	0	1	0	0	0	0	0
12 MAMMOTH VIEW - Vote By Mail	768	186	24.22		0	0	0	0	0	0	0	0	0	0	0	0
13 OLD MAMMOTH 0013	502	119	23.71		1	0	0	0	0	0	0	0	0	0	0	0
13 OLD MAMMOTH - Vote By Mail	502	165	32.87		0	0	0	0	0	0	0	0	0	0	0	0
Precinct Totals	5934	1456	24.54		9	0	0	0	0	2	3	1	0	1	0	1
Vote By Mail Totals	5934	2212	37.28		5	0	1	0	1	0	1	0	0	0	0	0
Grand Totals	5934	3668	61.81		14	0	1	0	1	2	4	1	0	1	0	1
CALIFORNIA	5934	3668	61.81		14	0	1	0	1	2	4	1	0	1	0	1
8TH CONGRESSIONAL DISTRICT	5934	3668	61.81		14	0	1	0	1	2	4	1	0	1	0	1
8th STATE SENATE DISTRICT	5934	3668	61.81		14	0	1	0	1	2	4	1	0	1	0	1
5TH ASSEMBLY DISTRICT	5934	3668	61.81		14	0	1	0	1	2	4	1	0	1	0	1
1st EQUALIZATION DISTRICT	5934	3668	61.81		14	0	1	0	1	2	4	1	0	1	0	1
1st SUPERVISOR DISTRICT	768	402	52.34		1	0	0	0	0	1	0	0	0	0	0	0
2nd SUPERVISOR DISTRICT	1511	970	64.20		6	0	1	0	1	0	0	1	0	0	0	0
3rd SUPERVISOR DISTRICT	1380	844	61.16		1	0	0	0	0	1	0	0	0	0	0	0
4th SUPERVISOR DISTRICT	1240	837	67.50		2	0	0	0	0	2	1	0	0	0	0	0
5th SUPERVISOR DISTRICT	1035	615	59.42		4	0	0	0	0	1	0	0	0	1	0	1
MONO COUNTY	5385	3343	62.08		10	0	1	0	0	2	4	1	0	1	0	1
TOWN OF MAMMOTH LAKES	2999	1725	57.52		6	0	0	0	0	1	3	0	0	1	0	1

PEACE AND FREEDOM PRESIDENTIAL PREFERENCE - PEACE AND FREEDOM														
700015	Registration	Ballots Cast	Turnout (%)		GLORIA ESTELA LA RIVA	LYNN S. KAHN	MONICA MOREHEAD							
01 ANTELOPE 0001	482	148	30.71		0	0	0							
01 ANTELOPE - Vote By Mail	482	185	38.38		0	0	0							
03 BRIDGEPORT 0003	357	120	33.61		0	0	0							
03 BRIDGEPORT - Vote By Mail	357	136	38.10		0	0	0							
04 TRI-VALLEY 0004	549	99	18.03		0	0	0							
04 TRI-VALLEY - Vote By Mail	549	226	41.17		0	1	0							
05 JUNE LAKE 0005	344	79	22.97		0	0	0							
05 JUNE LAKE - Vote By Mail	344	139	40.41		0	0	0							
06 LEE VINING - MB 0006	241	2	0.83		0	0	0							
06 LEE VINING - MB - Vote By Mail	241	164	68.05		0	0	0							
07 LONG VALLEY 0007	708	209	29.52		0	0	0							
07 LONG VALLEY - Vote By Mail	708	237	33.47		0	0	0							
08 MAMMOTH MEADOW 0008	401	120	29.93		0	1	0							
08 MAMMOTH MEADOW - Vote By Mail	401	128	31.92		0	0	0							
09 MAMMOTH MINARET 0009	795	204	25.66		0	0	0							
09 MAMMOTH MINARET - Vote By Mail	795	256	32.20		0	0	0							
10 MAMMOTH PINECREST 0010	533	136	25.52		1	0	0							
10 MAMMOTH PINECREST - Vote By Mail	533	195	36.59		0	0	0							
11 SWALL MEADOWS - MB 0011	254	4	1.57		0	0	0							
11 SWALL MEADOWS - MB - Vote By Mail	254	195	76.77		0	0	0							
12 MAMMOTH VIEW 0012	768	216	28.13		0	0	0							
12 MAMMOTH VIEW - Vote By Mail	768	188	24.22		0	0	1							
13 OLD MAMMOTH 0013	502	119	23.71		0	0	0							
13 OLD MAMMOTH - Vote By Mail	502	165	32.87		0	0	0							
Precinct Totals	5934	1456	24.54		1	1	0							
Vote By Mail Totals	5934	2212	37.28		0	1	1							
Grand Totals	5934	3668	61.81		1	2	1							
CALIFORNIA	5934	3668	61.81		1	2	1							
8TH CONGRESSIONAL DISTRICT	5934	3668	61.81		1	2	1							
8th STATE SENATE DISTRICT	5934	3668	61.81		1	2	1							
5TH ASSEMBLY DISTRICT	5934	3668	61.81		1	2	1							
1st EQUALIZATION DISTRICT	5934	3668	61.81		1	2	1							
1st SUPERVISOR DISTRICT	768	402	52.34		0	0	1							
2nd SUPERVISOR DISTRICT	1511	970	64.20		0	1	0							
3rd SUPERVISOR DISTRICT	1380	844	61.16		0	0	0							
4th SUPERVISOR DISTRICT	1240	837	67.50		0	1	0							
5th SUPERVISOR DISTRICT	1035	615	59.42		1	0	0							
MONO COUNTY	5385	3343	62.08		1	1	1							
TOWN OF MAMMOTH LAKES	2999	1725	57.52		1	1	1							

June 7, 2016

MONO_20160607_E

		U.S. SENATOR															
100016																	
	Registration	Ballots Cast	Turnout (%)		GEORGE C. YANG	JERRY J. LAWS	GAIL K. LIGHTFOOT	MIKE BEITIKS	PAMELA ELIZONDO	SCOTT A. VINEBERG	STEVESTOKES	DUF SUNDHEIM	LING LING SHI	LORETTA L. SANCHEZ	PHIL WYMAN	JARRELL WILLIAMSON	
01 ANTELOPE 0001	482	148	30.71		3	2	4	0	1	0	2	11	1	20	25	0	
01 ANTELOPE - Vote By Mail	482	185	38.38		2	1	3	1	0	0	4	12	0	26	29	5	
03 BRIDGEPORT 0003	357	120	33.61		1	4	2	0	1	0	5	8	2	8	32	1	
03 BRIDGEPORT - Vote By Mail	357	136	38.10		2	2	0	3	1	1	1	15	0	16	17	1	
04 TRI-VALLEY 0004	549	99	18.03		0	0	1	0	1	0	2	13	2	9	24	0	
04 TRI-VALLEY - Vote By Mail	549	226	41.17		0	0	2	0	1	0	2	20	1	21	72	2	
05 JUNE LAKE 0005	344	79	22.97		0	0	2	1	3	0	6	2	0	6	9	3	
05 JUNE LAKE - Vote By Mail	344	139	40.41		0	0	1	0	0	0	4	5	0	24	14	0	
06 LEE VINING - MB 0006	241	2	0.83		0	0	0	0	0	0	0	0	0	1	0	0	
06 LEE VINING - MB - Vote By Mail	241	164	68.05		1	0	2	1	4	0	8	7	0	24	20	1	
07 LONG VALLEY 0007	708	209	29.52		2	1	4	1	6	0	6	9	0	24	31	0	
07 LONG VALLEY - Vote By Mail	708	237	33.47		3	0	4	1	5	0	5	12	0	33	26	0	
08 MAMMOTH MEADOW 0008	401	120	29.93		1	1	6	1	2	1	5	3	2	14	9	0	
08 MAMMOTH MEADOW - Vote By Mail	401	128	31.92		1	0	2	2	1	0	2	4	1	18	13	0	
09 MAMMOTH MINARET 0009	795	204	25.66		0	0	6	3	5	1	11	8	0	36	11	2	
09 MAMMOTH MINARET - Vote By Mail	795	256	32.20		0	2	6	2	2	0	5	16	0	35	27	2	
10 MAMMOTH PINECREST 0010	533	136	25.52		1	2	0	1	8	0	8	7	0	16	8	2	
10 MAMMOTH PINECREST - Vote By Mail	533	195	36.59		3	1	0	4	2	0	6	12	0	29	11	0	
11 SWALL MEADOWS - MB 0011	254	4	1.57		0	0	0	0	1	0	0	0	0	0	0	0	
11 SWALL MEADOWS - MB - Vote By Mail	254	195	76.77		2	2	1	0	3	0	2	14	0	39	8	0	
12 MAMMOTH VIEW 0012	768	216	28.13		0	2	5	4	8	1	13	7	0	39	13	0	
12 MAMMOTH VIEW - Vote By Mail	768	186	24.22		0	0	4	3	4	0	3	9	0	30	15	1	
13 OLD MAMMOTH 0013	502	119	23.71		1	1	3	0	4	0	7	3	1	19	7	2	
13 OLD MAMMOTH - Vote By Mail	502	165	32.87		4	0	3	1	8	0	7	4	0	21	12	1	
Precinct Totals	5934	1456	24.54		9	13	33	11	40	3	65	71	8	192	169	10	
Vote By Mail Totals	5934	2212	37.28		16	8	28	18	31	1	49	130	2	316	264	13	
Grand Totals	5934	3668	61.81		27	21	61	29	71	4	114	201	10	508	433	23	
CALIFORNIA	5934	3668	61.81		27	21	61	29	71	4	114	201	10	508	433	23	
8TH CONGRESSIONAL DISTRICT	5934	3668	61.81		27	21	61	29	71	4	114	201	10	508	433	23	
8th STATE SENATE DISTRICT	5934	3668	61.81		27	21	61	29	71	4	114	201	10	508	433	23	
5TH ASSEMBLY DISTRICT	5934	3668	61.81		27	21	61	29	71	4	114	201	10	508	433	23	
1st EQUALIZATION DISTRICT	5934	3668	61.81		27	21	61	29	71	4	114	201	10	508	433	23	
1st SUPERVISOR DISTRICT	768	402	52.34		0	2	9	7	12	1	16	16	0	69	28	1	
2nd SUPERVISOR DISTRICT	1511	970	64.20		7	3	12	2	17	0	17	66	3	126	161	2	
3rd SUPERVISOR DISTRICT	1380	844	61.16		1	2	17	7	14	1	34	36	0	126	81	8	
4th SUPERVISOR DISTRICT	1240	837	67.50		10	10	17	7	6	2	19	53	6	102	125	7	
5th SUPERVISOR DISTRICT	1035	615	59.42		9	4	6	6	22	0	28	26	1	85	38	5	
MONO COUNTY	5385	3343	62.08		27	21	58	29	69	4	110	168	7	478	337	21	
TOWN OF MAMMOTH LAKES	2999	1725	57.52		11	9	35	21	44	3	67	73	4	257	126	10	

June 7,2016

MONO_20160607_E

100016		U.S. SENATOR														
	Registration	Ballots Cast	Turnout (%)		THOMAS G. DEL BECCARO	RON UNZ	GREG CONLON	JASON KRAUS	DON KRAMPE	MARK MATTHEW HERD	VON HOUGO	JASON HANANIA	KAMALA D. HARRIS	GAR MYERS	PAUL MERRITT	MASSIE MUNROE
01 ANTELOPE 0001	482	148	30.71		7	2	13	4	0	0	2	0	24	0	1	1
01 ANTELOPE - Vote By Mail	482	185	38.36		10	0	6	1	5	4	3	0	28	0	3	1
03 BRIDGEPORT 0003	357	120	33.61		3	1	4	1	1	1	1	0	13	1	1	1
03 BRIDGEPORT - Vote By Mail	357	136	38.10		5	0	13	0	2	1	4	0	33	0	2	0
04 TRI-VALLEY 0004	549	99	18.03		8	0	2	2	0	0	0	0	24	0	0	1
04 TRI-VALLEY - Vote By Mail	549	226	41.17		7	1	15	4	10	0	6	1	42	0	1	1
05 JUNE LAKE 0005	344	79	22.97		2	7	2	0	1	0	1	0	16	0	2	0
05 JUNE LAKE - Vote By Mail	344	139	40.41		3	2	8	3	2	1	4	0	41	0	0	0
06 LEE VINING - MB 0006	241	2	0.83		0	0	0	0	0	0	0	0	1	0	0	0
06 LEE VINING - MB - Vote By Mail	241	164	68.05		2	1	2	0	1	0	4	0	59	0	2	0
07 LONG VALLEY 0007	708	209	29.52		11	3	2	0	1	1	0	1	53	0	2	1
07 LONG VALLEY - Vote By Mail	708	237	33.47		10	2	5	0	4	1	3	3	69	0	0	2
08 MAMMOTH MEADOW 0008	401	120	29.93		0	2	4	0	0	3	0	0	32	0	0	3
08 MAMMOTH MEADOW - Vote By Mail	401	128	31.92		2	0	12	1	1	0	1	0	35	0	0	1
09 MAMMOTH MINARET 0009	795	204	25.66		2	0	1	2	1	0	2	0	47	0	1	7
09 MAMMOTH MINARET - Vote By Mail	795	256	32.20		4	3	17	0	2	1	2	0	73	0	2	2
10 MAMMOTH PINECREST 0010	533	136	25.52		1	2	6	0	3	1	3	0	33	0	1	2
10 MAMMOTH PINECREST - Vote By Mail	533	195	36.59		2	4	6	0	6	1	4	0	64	0	2	4
11 SWALL MEADOWS - MB 0011	254	4	1.57		0	0	0	0	0	1	0	0	1	0	0	0
11 SWALL MEADOWS - MB - Vote By Mail	254	195	76.77		5	2	5	0	3	0	1	0	87	1	1	1
12 MAMMOTH VIEW 0012	768	216	28.13		3	4	4	0	3	3	2	0	49	0	0	5
12 MAMMOTH VIEW - Vote By Mail	768	186	24.22		0	1	9	1	4	1	4	0	49	0	1	6
13 OLD MAMMOTH 0013	502	119	23.71		5	2	4	0	0	1	0	1	21	0	0	4
13 OLD MAMMOTH - Vote By Mail	502	165	32.87		4	1	10	1	0	0	1	0	53	0	2	1
Precinct Totals	5934	1456	24.54		42	23	42	9	10	11	11	2	314	1	8	25
Vote By Mail Totals	5934	2212	37.28		54	17	108	11	40	10	37	4	633	1	16	19
Grand Totals	5934	3668	61.81		96	40	150	20	50	21	48	6	947	2	24	44
CALIFORNIA	5934	3668	61.81		96	40	150	20	50	21	48	6	947	2	24	44
8TH CONGRESSIONAL DISTRICT	5934	3668	61.81		96	40	150	20	50	21	48	6	947	2	24	44
8th STATE SENATE DISTRICT	5934	3668	61.81		96	40	150	20	50	21	48	6	947	2	24	44
5TH ASSEMBLY DISTRICT	5934	3668	61.81		96	40	150	20	50	21	48	6	947	2	24	44
1st EQUALIZATION DISTRICT	5934	3668	61.81		96	40	150	20	50	21	48	6	947	2	24	44
1st SUPERVISOR DISTRICT	768	402	52.34		3	5	13	1	7	4	6	0	98	0	1	11
2nd SUPERVISOR DISTRICT	1511	970	64.20		41	8	29	6	18	3	10	5	276	1	4	6
3rd SUPERVISOR DISTRICT	1380	844	61.16		13	13	30	5	7	2	13	0	237	0	7	9
4th SUPERVISOR DISTRICT	1240	837	67.50		27	5	52	7	9	9	11	0	165	1	7	7
5th SUPERVISOR DISTRICT	1035	615	59.42		12	9	26	1	9	3	8	1	171	0	5	11
MONO COUNTY	5385	3343	62.08		81	39	133	14	40	21	42	5	881	2	23	42
TOWN OF MAMMOTH LAKES	2999	1725	57.52		23	19	73	5	20	11	19	1	456	0	9	35

June 7,2016

MONO_20160607_E

100016		U.S. SENATOR														
	Registration	Ballots Cast	Turnout (%)		ELEANOR GARCÍA	TIM GILDERSLEEVE	CLIVE GREY	DON J. GRUNDMANN	PRESIDENT CRISTINA GRAPPO	HERBERT G. PETERS	TOM PALZER	JOHN THOMPSON PARKER	KAREN ROSEBERRY	EMORY RODGERS		
01 ANTELOPE 0001	482	148	30.71		1	0	1	1	2	1	4	0	1	1	0	0
01 ANTELOPE - Vote By Mail	482	185	38.38		0	0	4	1	1	1	6	0	2	0	0	0
03 BRIDGEPORT 0003	357	120	33.61		0	0	2	0	0	1	4	1	1	0	0	0
03 BRIDGEPORT - Vote By Mail	357	136	38.10		0	0	0	0	1	0	3	0	0	0	0	0
04 TRI-VALLEY 0004	549	99	18.03		0	0	0	0	0	0	2	0	1	1	0	0
04 TRI-VALLEY - Vote By Mail	549	226	41.17		0	0	0	0	0	0	2	0	0	0	0	0
05 JUNE LAKE 0005	344	79	22.97		1	0	1	0	0	0	3	0	0	0	0	0
05 JUNE LAKE - Vote By Mail	344	139	40.41		1	0	3	0	1	0	3	0	0	0	0	0
06 LEE VINING - MB 0006	241	2	0.83		0	0	0	0	0	0	0	0	0	0	0	0
06 LEE VINING - MB - Vote By Mail	241	164	68.05		1	0	0	0	1	0	0	1	3	0	0	0
07 LONG VALLEY 0007	708	209	29.52		0	0	1	1	0	0	3	1	4	1	0	0
07 LONG VALLEY - Vote By Mail	708	237	33.47		0	0	1	0	2	0	1	2	1	0	0	0
08 MAMMOTH MEADOW 0008	401	120	29.93		0	0	1	0	2	0	1	0	3	0	0	0
08 MAMMOTH MEADOW - Vote By Mail	401	128	31.92		2	0	2	0	1	1	2	0	1	0	0	0
09 MAMMOTH MINARET 0009	795	204	25.66		3	0	2	1	4	0	1	0	1	4	0	0
09 MAMMOTH MINARET - Vote By Mail	795	256	32.20		0	0	0	0	1	0	1	0	6	1	0	0
10 MAMMOTH PINECREST 0010	533	136	25.52		1	0	2	0	0	2	0	1	1	0	0	0
10 MAMMOTH PINECREST - Vote By Mail	533	195	36.59		0	2	1	1	1	0	4	0	3	3	0	0
11 SWALL MEADOWS - MB 0011	254	4	1.57		0	0	0	0	0	0	0	0	0	0	0	0
11 SWALL MEADOWS - MB - Vote By Mail	254	195	76.77		1	0	0	0	1	0	2	0	0	0	0	0
12 MAMMOTH VIEW 0012	768	216	28.13		2	0	2	0	3	2	2	1	3	1	0	0
12 MAMMOTH VIEW - Vote By Mail	768	186	24.22		0	0	2	0	0	0	3	0	1	1	0	0
13 OLD MAMMOTH 0013	502	119	23.71		0	0	0	0	4	0	2	0	0	0	0	0
13 OLD MAMMOTH - Vote By Mail	502	165	32.87		0	0	1	0	0	0	0	0	3	0	0	0
Precinct Totals	5934	1456	24.54		8	0	12	3	15	6	22	4	15	8	0	0
Vote By Mail Totals	5934	2212	37.28		5	2	14	2	10	2	27	3	20	5	0	0
Grand Totals	5934	3668	61.81		13	2	26	5	25	8	49	7	35	13	0	0
CALIFORNIA	5934	3668	61.81		13	2	26	5	25	8	49	7	35	13	0	0
8TH CONGRESSIONAL DISTRICT	5934	3668	61.81		13	2	26	5	25	8	49	7	35	13	0	0
8th STATE SENATE DISTRICT	5934	3668	61.81		13	2	26	5	25	8	49	7	35	13	0	0
5TH ASSEMBLY DISTRICT	5934	3668	61.81		13	2	26	5	25	8	49	7	35	13	0	0
1st EQUALIZATION DISTRICT	5934	3668	61.81		13	2	26	5	25	8	49	7	35	13	0	0
1st SUPERVISOR DISTRICT	768	402	52.34		2	0	4	0	3	2	5	1	4	2	0	0
2nd SUPERVISOR DISTRICT	1511	970	64.20		1	0	2	1	3	0	10	3	6	2	0	0
3rd SUPERVISOR DISTRICT	1380	844	61.16		6	0	6	1	7	0	8	1	10	5	0	0
4th SUPERVISOR DISTRICT	1240	837	67.50		3	0	10	2	7	4	20	1	8	1	0	0
5th SUPERVISOR DISTRICT	1035	615	59.42		1	2	4	1	5	2	6	1	7	3	0	0
MONO COUNTY	5385	3343	62.08		13	2	26	5	25	8	45	7	34	12	0	0
TOWN OF MAMMOTH LAKES	2999	1725	57.52		8	2	13	2	16	5	16	2	22	10	0	0

June 7,2016

MONO_20160607_E

100017	US REPRESENTATIVE 8TH													
	Registration	Ballots Cast	Turnout (%)		ROGER LA PLANTE	TIM DONNELLY	PAUL COOK	JOHN PINKERTON	RITA RAMIREZ					
01 ANTELOPE 0001	482	148	30.71		9	27	62	4	35					
01 ANTELOPE - Vote By Mail	482	185	38.38		14	31	90	5	32					
03 BRIDGEPORT 0003	357	120	33.61		5	26	60	4	16					
03 BRIDGEPORT - Vote By Mail	357	136	38.10		11	19	71	4	23					
04 TRI-VALLEY 0004	549	99	18.03		3	30	46	3	14					
04 TRI-VALLEY - Vote By Mail	549	226	41.17		15	51	100	7	39					
05 JUNE LAKE 0005	344	79	22.97		3	18	27	3	15					
05 JUNE LAKE - Vote By Mail	344	139	40.41		16	11	45	9	42					
06 LEE VINING - MB 0006	241	2	0.83		0	0	0	1	1					
06 LEE VINING - MB - Vote By Mail	241	164	68.05		15	14	47	7	70					
07 LONG VALLEY 0007	708	209	29.52		21	16	79	5	55					
07 LONG VALLEY - Vote By Mail	708	237	33.47		30	18	86	15	66					
08 MAMMOTH MEADOW 0008	401	120	29.93		9	3	35	9	47					
08 MAMMOTH MEADOW - Vote By Mail	401	128	31.92		7	5	52	3	47					
09 MAMMOTH MINARET 0009	795	204	25.66		17	17	50	16	67					
09 MAMMOTH MINARET - Vote By Mail	795	256	32.20		26	22	103	11	63					
10 MAMMOTH PINECREST 0010	533	136	25.52		14	12	38	8	41					
10 MAMMOTH PINECREST - Vote By Mail	533	195	36.59		14	16	64	10	74					
11 SWALL MEADOWS - MB 0011	254	4	1.57		0	0	0	3	0					
11 SWALL MEADOWS - MB - Vote By Mail	254	195	76.77		18	11	54	8	90					
12 MAMMOTH VIEW 0012	768	216	28.13		25	16	54	20	73					
12 MAMMOTH VIEW - Vote By Mail	768	186	24.22		21	18	53	8	54					
13 OLD MAMMOTH 0013	502	119	23.71		15	9	33	8	38					
13 OLD MAMMOTH - Vote By Mail	502	165	32.87		24	12	49	14	44					
Precinct Totals	5934	1456	24.54		121	174	484	84	402					
Vote By Mail Totals	5934	2212	37.28		211	228	814	101	644					
Grand Totals	5934	3668	61.81		332	402	1298	185	1046					
CALIFORNIA	5934	3668	61.81		332	402	1298	185	1046					
8TH CONGRESSIONAL DISTRICT	5934	3668	61.81		332	402	1298	185	1046					
8th STATE SENATE DISTRICT	5934	3668	61.81		332	402	1298	185	1046					
5TH ASSEMBLY DISTRICT	5934	3668	61.81		332	402	1298	185	1046					
1st EQUALIZATION DISTRICT	5934	3668	61.81		332	402	1298	185	1046					
1st SUPERVISOR DISTRICT	768	402	52.34		46	34	107	28	127					
2nd SUPERVISOR DISTRICT	1511	970	64.20		87	128	365	41	264					
3rd SUPERVISOR DISTRICT	1380	844	61.16		77	82	272	47	258					
4th SUPERVISOR DISTRICT	1240	837	67.50		55	111	370	29	200					
5th SUPERVISOR DISTRICT	1035	615	59.42		67	49	184	40	197					
MONO COUNTY	5385	3343	62.08		314	321	1152	175	993					
TOWN OF MAMMOTH LAKES	2999	1725	57.52		172	130	531	107	548					

June 7,2016

MONO_20160607_E

STATE ASSEMBLY DISTRICT 5														
100018														
	Registration	Ballots Cast	Turnout (%)		ROBERT CARABAS	KAI ELLSWORTH	FRANK BIGELOW	MARK BELDEN						
01 ANTELOPE 0001	482	148	30.71		26	11	76	17						
01 ANTELOPE - Vote By Mail	482	185	38.38		25	16	107	19						
03 BRIDGEPORT 0003	357	120	33.61		14	8	78	8						
03 BRIDGEPORT - Vote By Mail	357	136	38.10		32	5	81	11						
04 TRI-VALLEY 0004	549	99	18.03		15	10	65	5						
04 TRI-VALLEY - Vote By Mail	549	226	41.17		25	29	138	10						
05 JUNE LAKE 0005	344	79	22.97		14	10	29	4						
05 JUNE LAKE - Vote By Mail	344	139	40.41		36	20	56	11						
06 LEE VINING - MB 0006	241	2	0.83		1	0	0	1						
06 LEE VINING - MB - Vote By Mail	241	164	68.05		55	26	54	5						
07 LONG VALLEY 0007	708	209	29.52		44	29	87	15						
07 LONG VALLEY - Vote By Mail	708	237	33.47		56	36	90	15						
08 MAMMOTH MEADOW 0008	401	120	29.93		31	27	28	7						
08 MAMMOTH MEADOW - Vote By Mail	401	128	31.92		32	23	52	7						
09 MAMMOTH MINARET 0009	795	204	25.66		52	41	47	15						
09 MAMMOTH MINARET - Vote By Mail	795	256	32.20		63	25	112	12						
10 MAMMOTH PINECREST 0010	533	136	25.52		31	20	43	6						
10 MAMMOTH PINECREST - Vote By Mail	533	195	36.59		61	29	73	7						
11 SWALL MEADOWS - MB 0011	254	4	1.57		0	1	0	1						
11 SWALL MEADOWS - MB - Vote By Mail	254	195	76.77		81	23	54	13						
12 MAMMOTH VIEW 0012	768	216	28.13		55	48	57	21						
12 MAMMOTH VIEW - Vote By Mail	768	186	24.22		44	27	63	14						
13 OLD MAMMOTH 0013	502	119	23.71		41	20	30	7						
13 OLD MAMMOTH - Vote By Mail	502	165	32.87		46	26	53	12						
Precinct Totals	5934	1456	24.54		324	225	540	107						
Vote By Mail Totals	5934	2212	37.28		556	285	933	136						
Grand Totals	5934	3668	61.81		880	510	1473	243						
CALIFORNIA	5934	3668	61.81		880	510	1473	243						
8TH CONGRESSIONAL DISTRICT	5934	3668	61.81		880	510	1473	243						
8th STATE SENATE DISTRICT	5934	3668	61.81		880	510	1473	243						
5TH ASSEMBLY DISTRICT	5934	3668	61.81		880	510	1473	243						
1st EQUALIZATION DISTRICT	5934	3668	61.81		880	510	1473	243						
1st SUPERVISOR DISTRICT	768	402	52.34		99	75	120	35						
2nd SUPERVISOR DISTRICT	1511	970	64.20		221	128	434	59						
3rd SUPERVISOR DISTRICT	1380	844	61.16		221	122	298	48						
4th SUPERVISOR DISTRICT	1240	837	67.50		160	90	422	69						
5th SUPERVISOR DISTRICT	1035	615	59.42		179	95	199	32						
MONO COUNTY	5385	3343	62.08		840	471	1270	228						
TOWN OF MAMMOTH LAKES	2999	1725	57.52		456	286	558	108						

June 7,2016

MONO_20160607_E

100021	SUPERVISOR, 4TH DISTRICT													
	Registration	Ballots Cast	Turnout (%)		TIM FESKO	BOB TEMS	JOHN PETERS							
01 ANTELOPE 0001	482	148	30.71		69	28	50							
01 ANTELOPE - Vote By Mail	482	185	38.38		79	31	66							
03 BRIDGEPORT 0003	357	120	33.61		31	10	78							
03 BRIDGEPORT - Vote By Mail	357	136	38.10		46	14	73							
08 MAMMOTH MEADOW 0008	401	120	29.93		34	11	42							
08 MAMMOTH MEADOW - Vote t	401	128	31.92		40	15	55							
Precinct Totals	1240	388	31.29		134	49	170							
Vote By Mail Totals	1240	449	36.21		165	60	194							
Grand Totals	1240	837	67.50		299	109	364							
CALIFORNIA	1240	837	67.50		299	109	364							
8TH CONGRESSIONAL DISTRICT	1240	837	67.50		299	109	364							
8th STATE SENATE DISTRICT	1240	837	67.50		299	109	364							
5TH ASSEMBLY DISTRICT	1240	837	67.50		299	109	364							
1st EQUALIZATION DISTRICT	1240	837	67.50		299	109	364							
4th SUPERVISOR DISTRICT	1240	837	67.50		299	109	364							
MONO COUNTY	1240	837	67.50		299	109	364							
TOWN OF MAMMOTH LAKES	401	248	61.85		74	26	97							

June 7,2016

MONO_20160607_E

100022	MAMMOTH LAKES MEMBER OF TOWN COUNCIL													
	Registration	Ballots Cast	Turnout (%)		JENNIFER BURROWS	BILL SAUSER	CLELAND HOFF							
08 MAMMOTH MEADOW 0008	401	120	29.93		26	41	41							
08 MAMMOTH MEADOW - Vote By Mail	401	128	31.92		37	31	51							
09 MAMMOTH MINARET 0009	795	204	25.66		40	44	49							
09 MAMMOTH MINARET - Vote By Mail	795	256	32.20		60	78	81							
10 MAMMOTH PINECREST 0010	533	136	25.52		12	12	19							
10 MAMMOTH PINECREST - Vote By Mail	533	195	36.59		48	46	58							
12 MAMMOTH VIEW 0012	768	216	28.13		25	28	21							
12 MAMMOTH VIEW - Vote By Mail	768	188	24.22		44	63	55							
13 OLD MAMMOTH 0013	502	119	23.71		10	7	12							
13 OLD MAMMOTH - Vote By Mail	502	165	32.87		47	55	48							
Precinct Totals	2999	795	26.51		113	132	142							
Vote By Mail Totals	2999	930	31.01		236	273	293							
Grand Totals	2999	1725	57.52		349	405	435							
CALIFORNIA	2999	1725	57.52		349	405	435							
8th CONGRESSIONAL DISTRICT	2999	1725	57.52		349	405	435							
8th STATE SENATE DISTRICT	2999	1725	57.52		349	405	435							
5th ASSEMBLY DISTRICT	2999	1725	57.52		349	405	435							
1st EQUALIZATION DISTRICT	2999	1725	57.52		349	405	435							
1st SUPERVISOR DISTRICT	768	402	52.34		69	91	76							
3rd SUPERVISOR DISTRICT	795	460	57.86		100	122	130							
4th SUPERVISOR DISTRICT	401	248	61.85		63	72	92							
5th SUPERVISOR DISTRICT	1035	615	59.42		117	120	137							
MONO COUNTY	2999	1725	57.52		349	405	435							
TOWN OF MAMMOTH LAKES	2999	1725	57.52		349	405	435							

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS
OF THE RESULTS OF THE CANVASS
OF THE JUNE 7, 2016 MAMMOTH TOWN COUNCIL ELECTION**

STATE OF CALIFORNIA
COUNTY OF MONO

I, Bob Musil, County Clerk/Registrar of Voters of said County, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et. seq., I did canvass the results of the votes cast in the Mammoth Lakes Town Council Election held in the Town of Mammoth Lakes on June 7, 2016, for which a contest was submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 22nd day of June, 2016 at the County of Mono.



Registrar of Voters

County of Mono

State of California



Mono County Final Statement of Vote - Includes Provisional Ballots
Mammoth Lakes Town Council Election
Non-Partisan Mammoth Lakes Member of Town Council

	Registration	Ballots Cast	Turnout (%)	Jennifer Burrows	Bill Sauser	Cleland Hoff	Brent Truax
08 Mammoth Meadow	401	125	31.17%	42	47	55	31
08 Mammoth Meadow Vote by Mail	401	108	26.93%	51	47	73	27
09 Mammoth Minaret	795	186	23.40%	71	77	89	53
09 Mammoth Minaret Vote by Mail	795	220	27.67%	80	115	120	73
10 Mammoth Pinecrest	533	133	24.95%	45	57	67	32
10 Mammoth Pinecrest Vote by Mail	533	164	30.77%	72	71	99	40
12 Mammoth View	768	210	27.34%	68	108	103	49
12 Mammoth View Vote by Mail	768	151	19.66%	59	75	84	38
13 Old Mammoth	502	118	23.51%	55	52	61	20
13 Old Mammoth Vote by Mail	502	133	26.49%	64	73	63	38
Precinct Totals	2999	772	25.74%	281	341	375	185
Vote by Mail Voters	2999	776	25.88%	239	294	320	154
Grand Totals	2999	1548	51.62%	607	722	814	401
California	2999	1548	51.62%	607	722	814	401
8th Congressional District	2999	1548	51.62%	607	722	814	401
8th State Senate District	2999	1548	51.62%	607	722	814	401
5th Assembly District	2999	1548	51.62%	607	722	814	401
1st Equalization District	2999	1548	51.62%	607	722	814	401
1st Supervisor District	768	361	47.01%	127	183	187	87
3rd Supervisor District	795	406	51.07%	151	192	209	126
4th Supervisor District	401	233	58.10%	93	94	128	58
5th Supervisor District	1035	548	52.95%	236	253	290	130
Mono County	2999	1548	51.62%	607	722	814	401
Town of Mammoth Lakes	2999	1548	51.62%	607	722	814	401

Mono County Final Summary Report - Includes Provisional Ballots
Mammoth Lakes Town Council Election
Non-Partisan Mammoth Lakes Member of Town Council

Mammoth Lakes Member of Town Council	5/5	100.00%
Jennifer Burrows	607	23.86%
Bill Sauser	722	28.38%
Cleland Hoff	814	32.00%
Write-In Brent Truax	401	15.76%
Total	2544	100.00%

Mono County Final Precinct Report - Includes Provisional Votes
Mammoth Lakes Town Council Election
Non-Partisan Mammoth Lakes Member of Town Council

08 MAMMOTH MEADOW

Registration and Turnout		401
Election Day Turnout	125	31.17%
Vote by Mail Turnout	108	26.93%
	233	58.10%

Mammoth Lakes Member of Town Council

Jennifer Burrows	93	24.93%
Bill Sauser	94	25.20%
Cleland Hoff	128	34.32%
Write-In Brent Truax	58	15.55%
Total	373	100.00%

09 MAMMOTH MINARET

Registration and Turnout		795
Election Day Turnout	186	23.40%
Vote by Mail Turnout	220	27.67%
	406	51.07%

Mammoth Lakes Member of Town Council

Jennifer Burrows	151	22.27%
Bill Sauser	192	28.32%
Cleland Hoff	209	30.83%
Write-In Brent Truax	126	18.58%
Total	678	100.00%

10 MAMMOTH PINECREST

Registration and Turnout		533
Election Day Turnout	133	24.95%
Vote by Mail Turnout	164	30.77%
	297	55.72%

Mammoth Lakes Member of Town Council

Jennifer Burrows	117	24.22%
Bill Sauser	128	26.50%
Cleland Hoff	166	34.37%
Write-In Brent Truax	72	14.91%
Total	483	100.00%

Mono County Final Precinct Report - Includes Provisional Votes
Mammoth Lakes Town Council Election
Non-Partisan Mammoth Lakes Member of Town Council

12 MAMMOTH VIEW

Registration and Turnout	768
Election Day Turnout	210 27.34%
Vote by Mail Turnout	151 19.66%
	361 47.01%

Mammoth Lakes Member of Town Council

Jennifer Burrows	127 21.75%
Bill Sauser	183 31.34%
Cleland Hoff	187 32.02%
Write-In Brent Truax	87 14.90%
Total	584 100.00%

13 OLD MAMMOTH

Registration and Turnout	502
Election Day Turnout	119 23.71%
Vote by Mail Turnout	133 26.49%
	252 50.20%

Mammoth Lakes Member of Town Council

Jennifer Burrows	119 27.93%
Bill Sauser	125 29.34%
Cleland Hoff	124 29.11%
Write-In Brent Truax	58 13.62%
Total	426 100.00%



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

Departments: CAO, Finance

TIME REQUIRED 3 hours

PERSONS APPEARING BEFORE THE BOARD Leslie Chapman

SUBJECT Workshop for Departments
Requesting Organizational
Restructure

AGENDA DESCRIPTION:

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

Departmental Reorganization Workshop

RECOMMENDED ACTION:

Conduct workshop including presentations by each department including discussion of rationale, positioning for the future and how restructuring furthers the principles of the strategic plan. Provide feedback and direction.

FISCAL IMPACT:

None at this time; however, departments have calculated the impacts to their budgets and that amount is included in both the staff report and the attachments.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 7609325414 / lchapman@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Assessor
Sheriff
Information Technology

<input type="checkbox"/> District Attorney
<input type="checkbox"/> Community Development
<input type="checkbox"/> Public Works
<input type="checkbox"/> Behavioral Health
<input type="checkbox"/> Social Services
<input type="checkbox"/> Probation

History

Time	Who	Approval
6/28/2016 9:25 PM	County Administrative Office	Yes
6/29/2016 4:03 PM	County Counsel	Yes
6/2/2016 1:49 PM	Finance	Yes

a



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman
County Administrative Officer

June 14, 2016

To: Honorable Board of Supervisors

From: Leslie Chapman, CAO

Subject: Departmental Reorganization Workshop

Fiscal Impact: Workshop only, no fiscal impact at this time. However, the estimated impact for each department is listed below and included in the individual attachments.

Recommended Action: Conduct workshop including presentations by each department including discussion of rationale, positioning for the future and how restructuring furthers the principles of the strategic plan. Provide feedback and direction.

Discussion: The following departments will present restructure plans, discuss the rationale and describe how the new structure aligns with the strategic plan. The order of presentations is organized according to the relative fiscal impact to the general fund.

General Fund Reduction:

- Assessor – reduction of \$25,861
- Sheriff – reduction of \$84,524

General Fund Increase:

- Information Technology – \$8,600 plus benefits
- District Attorney – \$25,524 plus benefits
- Community Development Department – \$7,075
- Public Works, Engineering – \$55,829

Non General Fund Increase:

- Road – \$13,261
- Behavioral Health - \$278,932
- Social Services - \$103,065

General Fund Increase – Non General Fund Funding Source:

- Probation – \$70,984 funded by realignment



Office of the Assessor

COUNTY OF MONO

P.O. BOX 456, BRIDGEPORT, CALIFORNIA 93517

Barry Beck, Assessor

(760) 932-5510 FAX (760) 932-5511

The Assessor's Office is requesting a reallocation for a number of reasons. At peak staffing, the Assessor's Office had 14 employees. When the current Assessor took office, that staffing level was down to 7 employees, including the Assessor. Since then 2 more employees have left; one to the Clerk-Recorder's Office, and one to the Auditor's Office, leaving only 5 employees, including the Assessor, to complete the important work of closing the assessment roll.

The employee that moved to the Auditor's Office was our Auditor-Appraiser, and performed the valuations on all business personal property (essentially the unsecured roll), and as that position is very important to the timely completion of the work necessary for roll close, it must be addressed quickly.

Attached are two organizational charts, one that depicts the organization as the office is currently configured, and one with the proposed configuration. We would propose to add an Appraiser Aide position; delete an Appraiser II position; add a Fiscal and Technical Specialist II position; and delete a Fiscal and Technical Specialist IV position. We request to keep an Auditor-Appraiser position on our allocation list for future consideration.

The Assessor's Office is currently allocated for an Assessor, an Assistant Assessor (currently vacant), an Appraiser III, two Appraiser IIs (one currently vacant), an Auditor-Appraiser II (currently vacant), an Administrative Services Specialist, and a Fiscal and Technical Specialist IV. With the use of salary savings from the vacant allocated positions, the Assessor's Office is currently using a part-time temporary worker to help with the current workload.

The proposed allocation list contains an Assessor, an Assistant Assessor, an Appraiser III, an Appraiser II, an Auditor-Appraiser II, an Administrative Services Specialist, an Appraiser Aide, and a Fiscal and Technical Specialist II. The Auditor-Appraiser II would remain vacant indefinitely. It should be noted that the Administrative Services Specialist has recently passed the California State Board of Equalization appraisal examination, and is now qualified to contribute to the appraisal workload.

The Appraiser Aide would be assigned the responsibilities associated with the unsecured roll, under the supervision of the Assessor and with collaboration with the former Auditor-Appraiser. The former Auditor-Appraiser, now employed by the Auditor's Office, will provide training to the Appraiser Aide until competency and familiarity is reached. The FTS IV position is at step 63C, and the Appraiser Aide position will be at step 64CC, an increase of \$215 per month, which is more than offset by the salary difference between the FTS IV (\$4,311) and the FTS II (\$3,540).

The former Auditor-Appraiser will be shared with the Auditor's Office (with the bulk of the time spent in the Auditor's Office), and could be available to assist the Assessor's Office to complete the **required** significant audits (formerly known as mandatory audits).

In addition, the Appraiser Aide position earns work credit toward qualifying for a future appraisal position, which could allow for career advancement and office continuity, as well as morale enhancement, all of which could contribute to staff retention.

The new position of Fiscal and Technical Specialist II would assume many of the responsibilities of the former Fiscal and Technical Specialist IV, and would also have an opportunity for advancement through the Fiscal and Technical Specialist series.

This configuration would improve the chances that the Assessor’s Office could complete all assessment work in a timely manner, including the on-time closure of the annual assessment roll, which is the basis for the majority of Mono County’s general fund. As of March 6th, our staffing level was at 6; the approval of this request will restore the staffing to that level if we are able to successfully recruit a FTS II. The overall net effect on the Assessor’s Office budget would be a **decrease** for staffing of approximately \$25,000 annually. See chart below for detailed staffing budget information.

Assessor Department - Current Staffing			
Positions Current	Salary & Wages	Benefits	Total Annualized
All positions as allocated today	\$586,256.00	\$376,529.00	\$962,785.00

Assessor Department - Proposed Positions			
Proposed Positions	Salary & Wages	Benefits	Total Annualized
Assessor	\$108,000.00	\$65,945.00	\$173,945.00
Assistant Assessor	\$97,548.00	\$67,861.00	\$165,409.00
Appraiser III	\$79,316.00	\$53,061.00	\$132,377.00
Appraiser II	\$55,519.00	\$21,213.00	\$76,732.00
Auditor-Appraiser II	\$69,623.00	\$50,869.00	\$120,492.00
Administrative Assistant	\$65,544.00	\$47,275.00	\$112,819.00
Appraisers Aide	\$53,016.00	\$23,032.00	\$76,048.00
FTS II	\$38,520.00	\$40,582.02	\$79,102.02
Total - New Staffing			\$936,924.02
Salary Savings			\$25,860.98

Sincerely,

Barry Beck
Mono County Assessor





MONO COUNTY

SHERIFF

911

P.O. Box 616 • 49 BRYANT STREET • BRIDGEPORT, CA 93517 • (760) 932-7549 • WWW.MONOSHERIFF.ORG

Ingrid Braun
Sheriff/Coroner

MONO COUNTY SHERIFF'S OFFICE

Michael Moriarty
Undersheriff

Sheriff's Office Proposed Position Reclassifications

The Mono County Sheriff's Office conducted an assessment of current allocated staffing in Fiscal Year 15/16 and determined that we could achieve greater efficiency by reclassifying some current positions for Fiscal Year 16/17. These reclassifications would result in potential annual combined salary and benefit savings of \$84,524.16. In addition, the changes will create better promotional, specialized assignment and hiring opportunities within the Sheriff's Office.

Deputy Sheriff II to Public Safety Officer III

Annual Potential Salary and Benefit Savings of \$51,327.36

The Property function was staffed with a Deputy Sheriff II; however, the requirements of the position could be satisfied with a Public Safety Officer. Because of the additional responsibility, the position should be classified as a Public Safety Officer III. This will also provide a promotional opportunity within the Public Safety Officer rank.

Investigator II and Investigator I to (2) Deputy Sheriff II

Annual Potential Salary and Benefit Savings of \$33,196.80

Upon the anticipated retirement of the Investigator II, the Sheriff's Office will make the Investigator positions three-year rotational Specialized Assignments for Deputy Sheriffs. The Investigator I salary is the same as that of a Deputy Sheriff II, so there is no need for the separate Investigator rank.

Consolidate Deputy Sheriff I and II into Deputy Sheriff I/II

No Annual Salary and Benefits Change in FY 16/17

Currently there is one allocated Deputy Sheriff I position, an entry level position. Locking one position at Deputy Sheriff I is problematic for hiring and promoting; consolidating into Deputy Sheriff I/II will allow for greater flexibility. The current practice is to hire lateral candidates, who almost always come in at the rank of Deputy Sheriff II. When the Sheriff's Office reaches a staffing level where entry level positions can be offered, the Sheriff will be able to hire candidates at Deputy Sheriff I and then promote to Deputy Sheriff II upon completion of probation.

Consolidate Public Safety Officer I and II into Public Safety Officer I/II

No Annual Salary and Benefits Change in FY 16/17

Currently there are two allocated Public Safety Officer I positions, which are entry level positions. New hires are brought in at the level of Public Safety Officer I, and are traditionally promoted to Public Safety Officer II upon completion of probation. Locking two positions in at Public Safety Officer I hinders the Sheriff from promoting qualified employees.

Sheriff's Office Proposed Position Reclassifications						
	<u>Monthly Salary</u>	<u>Monthly Benefits</u>	<u>Monthly Total</u>	<u>Annual Salary</u>	<u>Annual Benefits</u>	<u>Annual Total</u>
Existing Deputy Sheriff II	\$6,614.00	\$3,439.28	\$10,053.28	\$79,368.00	\$41,271.36	\$120,639.36
Proposed Public Safety Officer III	\$3,800.00	\$1,976.00	\$5,776.00	\$45,600.00	\$23,712.00	\$69,312.00
Savings	\$2,814.00	\$1,463.28	\$4,277.28	\$33,768.00	\$17,559.36	\$51,327.36
Existing Investigator II	\$7,673.00	\$3,989.96	\$11,662.96	\$92,076.00	\$47,879.52	\$139,955.52
Proposed Deputy Sheriff II	\$5,853.00	\$3,043.56	\$8,896.56	\$70,236.00	\$36,522.72	\$106,758.72
Savings	\$1,820.00	\$946.40	\$2,766.40	\$21,840.00	\$11,356.80	\$33,196.80
Total Savings						\$84,524.16

Salary and Benefits for "Existing Deputy Sheriff II" are those of the last Deputy assigned to that position.
Salary and Benefits for "Proposed Public Safety Officer III" are 5% above current PSO II - A Step.
Salary and Benefits for "Existing Investigator II" are those of the current person holding the position.
Salary and Benefits for "Proposed Deputy Sheriff II" are current Deputy Sheriff II - C Step.



MONO COUNTY

SHERIFF

911

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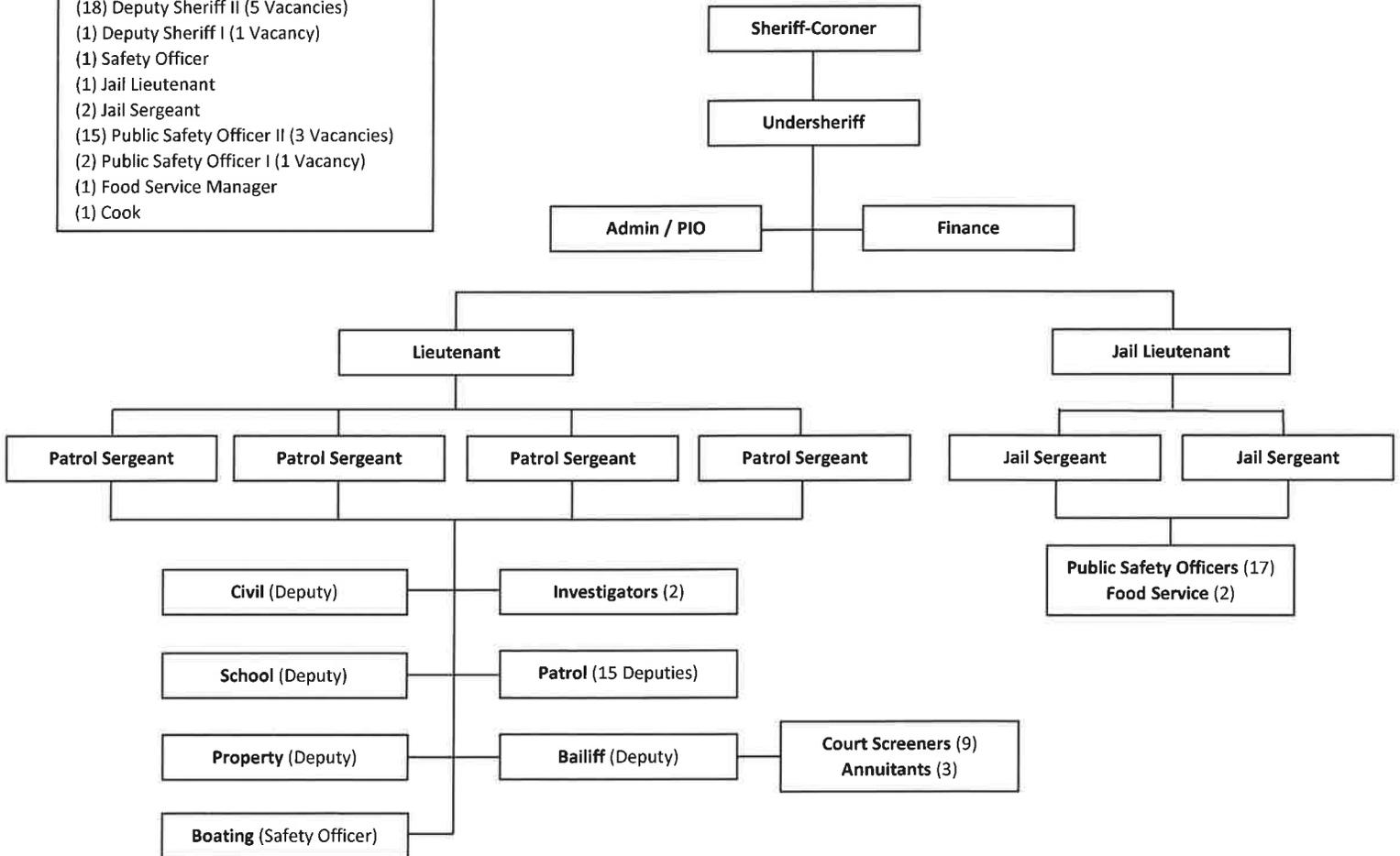
Ingrid Braun
Sheriff/Coroner

MONO COUNTY SHERIFF'S OFFICE

Michael Moriarty
Undersheriff

ORGANIZATION CHART – Existing

- Allocations** (Vacancies as of May 23, 2016)
- (1) Sheriff-Coroner
 - (1) Undersheriff
 - (1) Lieutenant I/II
 - (4) Sergeant
 - (1) Investigator II
 - (1) Investigator I
 - (18) Deputy Sheriff II (5 Vacancies)
 - (1) Deputy Sheriff I (1 Vacancy)
 - (1) Safety Officer
 - (1) Jail Lieutenant
 - (2) Jail Sergeant
 - (15) Public Safety Officer II (3 Vacancies)
 - (2) Public Safety Officer I (1 Vacancy)
 - (1) Food Service Manager
 - (1) Cook





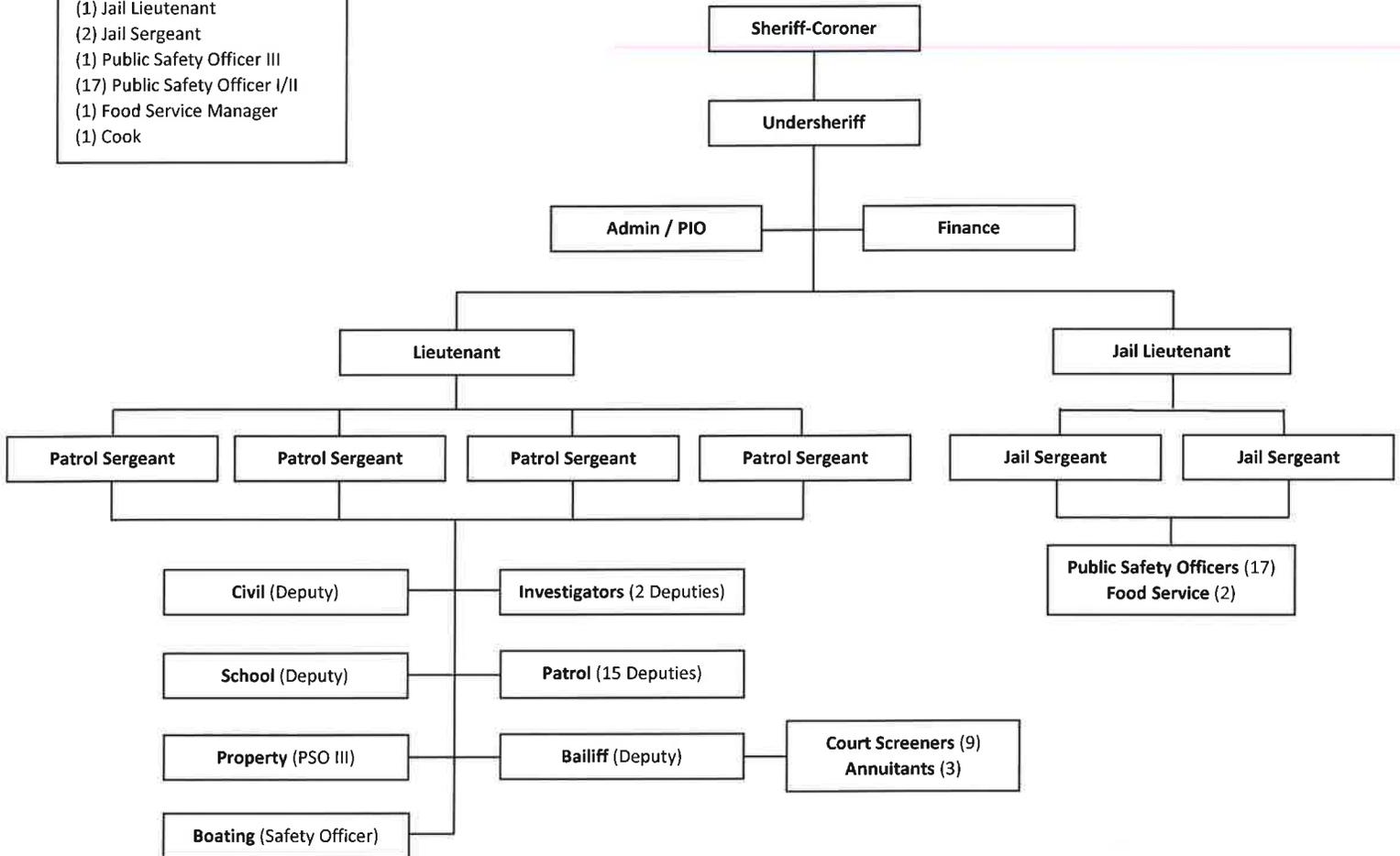
Ingrid Braun
Sheriff/Coroner

MONO COUNTY SHERIFF'S OFFICE

Michael Moriarty
Undersheriff

ORGANIZATION CHART – Proposed

- ALLOCATIONS**
- (1) Sheriff-Coroner
 - (1) Undersheriff
 - (1) Lieutenant I/II
 - (4) Sergeant
 - (20) Deputy Sheriff I/II
 - (1) Safety Officer
 - (1) Jail Lieutenant
 - (2) Jail Sergeant
 - (1) Public Safety Officer III
 - (17) Public Safety Officer I/II
 - (1) Food Service Manager
 - (1) Cook





**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546
(760) 924-1819 • FAX (760) 924-1697 • ngreenberg@mono.ca.gov

Nate Greenberg
Information Technology Director

May 30, 2016

To Leslie Chapman – County Administrative Officer & Honorable Board of Supervisors
From Nate Greenberg, Information Technology Director
Subject Proposal to restructure the Information Technology Department

The Mono County Department of Information Technology did not exist until 2000. Prior to this time, the County employed two technicians who were supervised by the Auditor/Controller, and retained an outside contractor who maintained the Mainframe systems.

In 2000, the state of IT was very immature. The County lacked a unified network, centralized storage, common phone and email system, backups, security policies, or even enough desktop PCs to justify an entire department. However, the changes that occurred between 2000 and 2005 were significant, with nearly all of the above mentioned systems and technologies being implemented for the first time in Mono County, with additional staff added to the roster gradually.

Today, the IT Department consists of 12 total staff who are responsible for the management, oversight, coordination, and planning of core technology, data, and communications infrastructure for Mono County and the Town of Mammoth Lakes at over 25 facilities/sites. Our staff manages and maintains over 80 servers, on four networks with all complementary technology (including routers, firewalls, switches, and data storage devices) in order to deliver high quality computing services and support communication needs for our staff. In addition to the primary Town and County networks, IT maintains all aspects of the Mono County Sheriff's Department and Mammoth Lakes Police Department systems. Additionally, the IT Department oversees the development and maintenance of the County and Town's Federated Geographic Information System (GIS), including implementation and maintenance of hardware and software, application development, maintenance of nearly one hundred data sets, and end-user support.

Despite the significant changes which have occurred, and the increased responsibility that falls on IT staff, the team lacks any real structure. Currently the IT Director (also serving as the GIS Coordinator – a position which was consolidated in 2013 when Nate Greenberg became IT Director) oversees 11 FTEs with each one reporting directly to him. This structure is challenging from a management standpoint, making employee-to-manager relations (such as 1-on-1s) challenging among day-to-day responsibilities.

The issue of opportunity and overall position 'compaction' is also present in the department. Two of the most senior staff are 'stepped out' with no career advancement opportunities due to a lack of positions. Furthermore, the position titles and associated job descriptions are antiquated and not very indicative of the kind of work IT staff are doing in today's world. This presents serious problems when trying to benchmark our positions against our competitors, and makes recruitment difficult as applicants may not understand what type of position they are applying for.

The proposed plan includes adopting a department roadmap which establishes new positions to create career advancement opportunities, and restructures the existing workforce into three teams based on business focus areas with a refined reporting structure. Both the position titles and proposed structure are similar to other California County IT Departments.

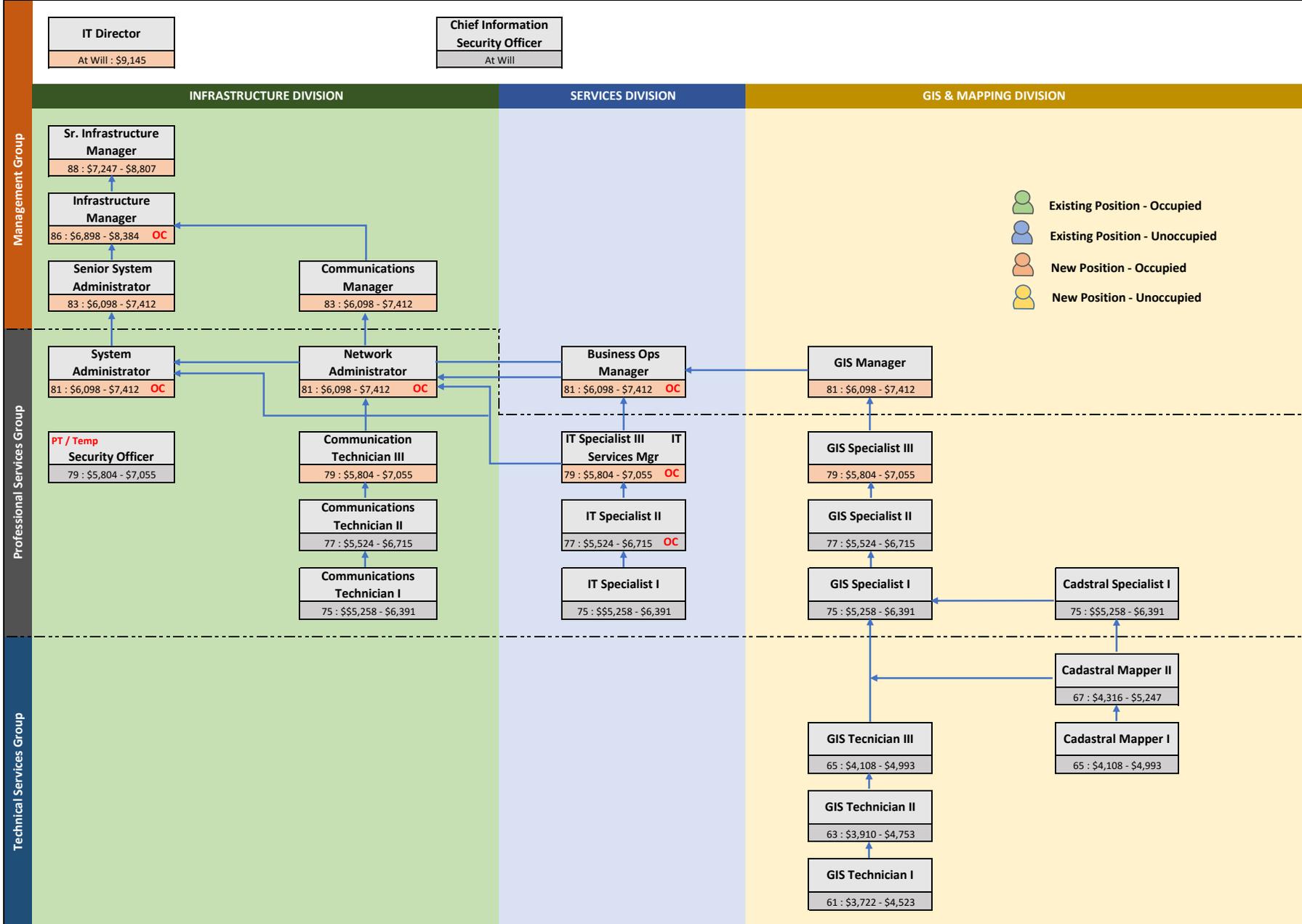
Furthermore, the proposed restructuring of IT was discussed in the Board approved 2015-2018 Information Technology Strategic Plan [Section 5 (p. 11)], and is directly related to the 'Mono Best Place to Work' Focus Area from the County Strategic Plan.

Fiscal Impact

The proposed plan would increase the IT Department's General Fund annual ask by approximately \$8,600 in Salaries. Benefits have not yet been calculated.

MONO COUNTY INFORMATION TECHNOLOGY

Proposed Departmental Career Roadmap



Information Technology - 2016 Draft Restructure Plan

Staff	Title	Step	Base Pay	New Title	Step	Revised Pay	Difference	%	Notes
Andy Liu	IT Specialist III	79A	\$5,804	System Administrator	81A	\$6,098	\$294	5%	Promotion
Nate Greenberg	IT Director	S	\$9,145	IT Director		\$9,145	\$0	0%	None
Greg Newbry	IT Specialist II	77+L	\$7,151	((Retired))			(\$7,151)		Will retire
Cameron Carey	IT Specialist III	79E	\$7,055	System Administrator	81E	\$7,412	\$357	5%	Promotion
Kirk Harstrom	IT Specialist III	79E	\$7,055	Network Administrator	81E	\$7,412	\$357	5%	Promotion - Supervisory Role
Joel Hickok	GIS Specialist I	75C	\$5,797	GIS Specialist III	79B	\$6,094	\$297	5%	Promotion - Supervisory Role
Neil Pieterse	IT Specialist II	77A	\$5,524	IT Services Manager	79A	\$5,804	\$280	5%	Promotion - Supervisory Role
Jami Jerrett	IT Specialist I	75+L	\$5,330	IT Specialist II	77A	\$5,597	\$267	5%	Promotion
Ryan Goodner-Belli	Cadastral Mapper	65B	\$4,313	Cadastral Mapper II	67B	\$4,532	\$219	5%	None
Steve Connett	GIS Technician III	65A	\$4,108	GIS Technician III		\$4,108	\$0	0%	None
Gary Coverdale	Security Officer		\$20,000	Security Officer		\$20,000	\$0	0%	Rollover 960h position
TO BE FILLED				New IT Specialist II	77B	\$5,800	\$5,800		Backfill behind Greg Newbry retirement
TOTAL			\$81,282.00			\$82,001.50	\$720		
Difference					Monthly	(\$719.50)			
					Annual	(\$8,634)			
NEW POSITION									
Christopher McManus	GIS Specialist I				75A	\$5,258			Use LTC + Grant dollars to fund

MONO COUNTY INFORMATION TECHNOLOGY

Proposed Departmental Structure - 2016 Restructure

IT DIRECTOR
Nate Greenberg
Contract / At-Will

Security Officer
Gary Coverdale
PT Temp 79D

Network Administrator
Kirk Hartstrom
MCPE OC 81E

System Administrator
Cameron Carey
MCPE 81E

Infrastructure Manager
Andy Liu
MCPE OC 81A

Infrastructure and Security Team

FUNDING STREAM	POSITION TYPE
General Fund	Management
Town of Mammoth Lakes	Supervisory Position
LTC	Regular Employee

IT Services Manager
Neil Pieterse
MCPE OC 79A

IT Specialist II
Greg Newbry
MCPE 77L

IT Specialist II
Jami Peterson
MCPE 77L

Technology Services Team

GIS Specialist III
Joel Hickok
MCPE 79B

Cadastral Mapper II
Ryan Goodner-Belli
MCPE 67B

GIS Tech. III
Steve Connett
MCPE 65A

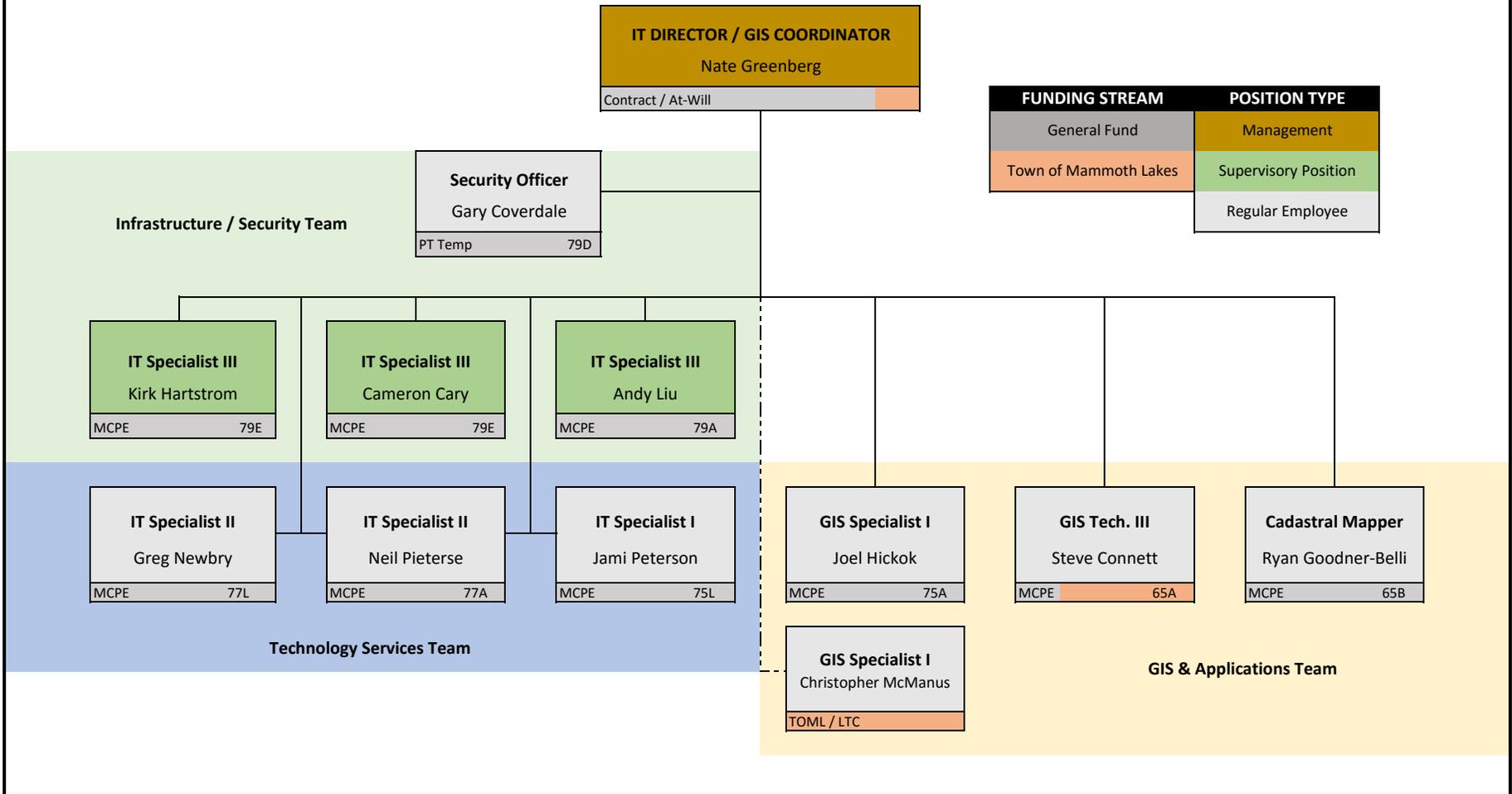
GIS Specialist I
Christopher McManus
LTC + Grant

GIS & Applications Team



MONO COUNTY INFORMATION TECHNOLOGY

Existing Departmental Organization



FUNDING STREAM	POSITION TYPE
General Fund	Management
Town of Mammoth Lakes	Supervisory Position
	Regular Employee

County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

Bridgeport Office:
Main St. Court House, P.O. Box 617
Bridgeport, CA. 93517
Tel: (760)932-5550 fax: (760)932-5551



Mammoth Office:
Sierra Center Mall, P.O. Box 2053
Mammoth Lakes, CA. 93546
Tel: (760)924-1710 fax: (760)924-1711

Tim Kendall - District Attorney

Dear Honorable Board of Supervisors:

Request

The following request for the District Attorney's Office is not a reorganization of positions but an effort to reestablish parity for the "Professional Class," (Attorneys) within the County. Further, I do not necessarily see this as a Salary Survey issue but more of an organizational fairness issue.

The Attorney positions within the District Attorney's Office and the Attorney positions within the County Counsel's Office have historically been defined as a "Professional Class" and in the past 18+ years have been afforded the same salary structure. The parity within this class has eroded over the last 7 years due to positions being filled at different times during different budget concerns. For this and for other reasons which are not entirely clear, there is now a disparity between the pay rates of County Counsel professional staff and District Attorney professional staff.

By reestablishing the "Professional Class" salary structure, it will not only reestablish the eroded parity within the "Class" but it will also address an internal issue within the District Attorney's Office of compaction. Furthermore, it corrects the salary range of the Assistant District Attorney position which is currently at a lower range than the position under it.

Justifications

The request simply addresses fairness to the positions and the organization. It equally recognizes the educational requirements (Doctorate) needed for these positions and the experience level within these positions. It also addresses the fairness in that "Class," for the attorneys in the Office. It recognizes that they have more years of legal experience and several have longer tenure with the County.

As mentioned, the requested adjustments are not necessarily viewed as a salary survey issue. It is an organizational issue of fairness between the departments, positions, and within the office. If possible, we would request that a discussion occur and a plan of correction or future correction could be put in place. This could be adjusting one or two positions a year until parity is restored. DA budget may be able to cover most if not all of this increase.

The request is also appropriate as it relates to the priorities of the current county's strategic plan and focus areas. Employee and workplace wellness, salaries and retention are all sub categories of "Making Mono the Best Place to Work." This would create a strong organizational and departmental structure which makes sense and is good. It equally values these employees, their positions, their years with the county, their work and establishes fairness in this area of the organization.

I appreciate the opportunity for the Board to address the parity and thank you in advance for your thoughtful consideration.

Tim Kendall - Mono County District Attorney

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
www.monocounty.ca.gov

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

2016-17 COMMUNITY DEVELOPMENT DEPARTMENT REORGANIZATION

Purpose

The primary purpose of the proposed CDD reorganization is to:

- respond to a number of recent vacancies and past staff reductions;
- provide an efficient structure for program and project oversight, including implementation of new permit software, given continuing County financial constraints and strategic plan focus areas;
- improve retention of staff and provide recognition for recent efforts and accomplishments during challenging budget times and employee furloughs; and
- initiate succession planning in anticipation of pending retirement.

Proposal

The proposed reorganization fills staffing gaps for critical functions, including day-to-day building permit processing and higher-level policy development that fulfills grant obligations for transportation, water, sage grouse, housing, and hazard planning. It also addresses staffing a major permit software transition that has been underway without the benefit of a building official and fulltime permit technician to oversee and institute the new system.

Building Division

- Hire Building Official (budgeted & recruitment underway)
- Hire full-time Permit Technician, with funding offset from budgeted vacant Associate Planner (II) position (recruitment underway).

Planning Division

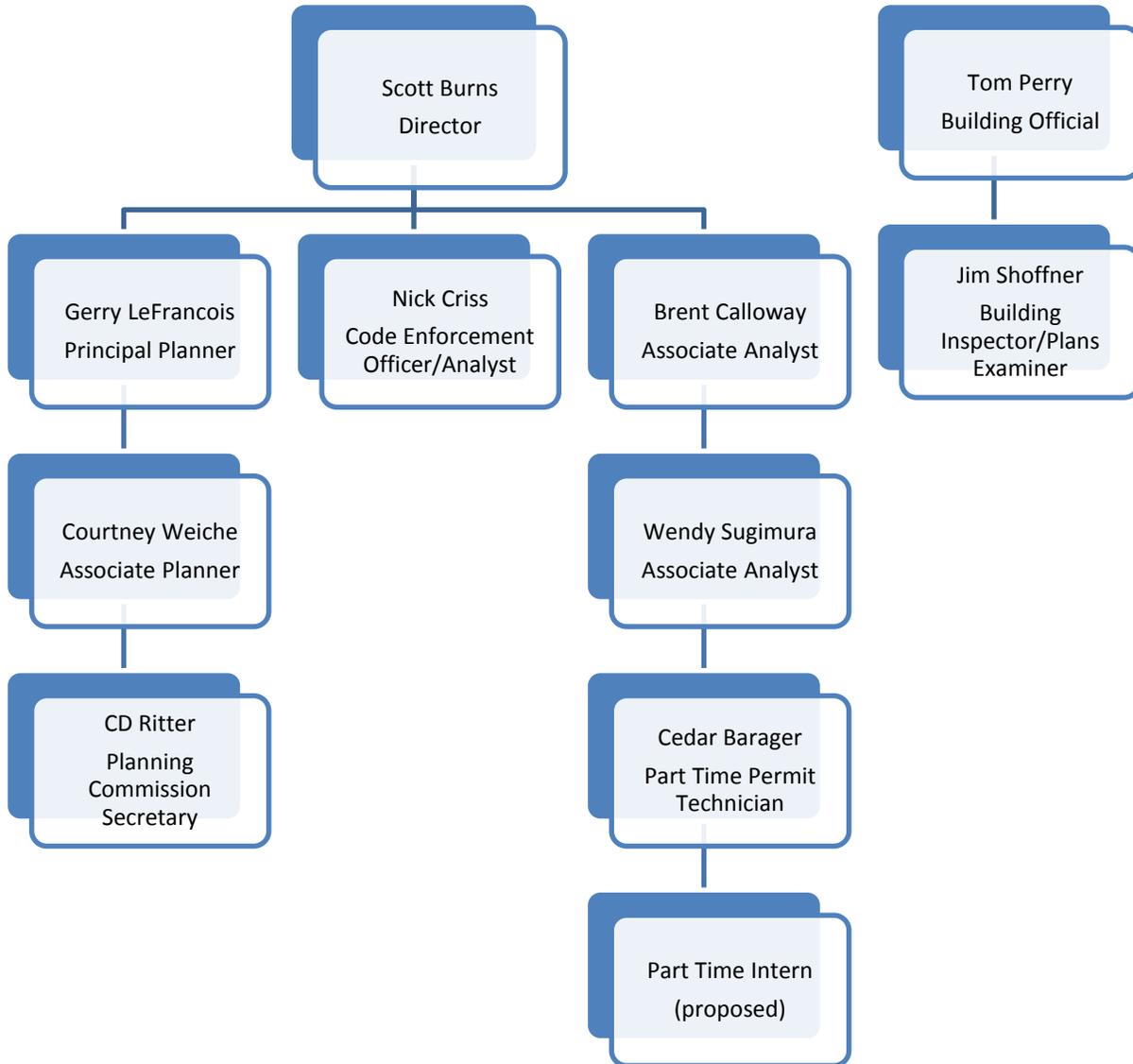
- Reclassify Associate Analyst (II) to Senior Analyst (III) to recognize increasing complexity of duties and successful performance on a variety of critical projects, including the comprehensive General Plan update and EIR, award-winning Bridgeport Main Street Revitalization planning, nationally recognized sage grouse conservation planning effort, and related grants. The Planning Division previously included higher-level positions, including an Assistant Director, additional Principal Planner, and Senior Planner. A higher level classification is needed to fill the gap left by past staff reductions, and to provide leadership and oversight on a number of projects and programs. Funding for reclassification will be offset partially by under-filling vacant Associate Analyst (II) and Associate Planner (II) positions.
- Under-fill vacant Associate Analyst with a single Assistant Analyst (I). The Planning Division has historically had greater success filling positions at the entry level, and is more competitive at this salary level than higher levels.
- Consider transitioning LTC staff lead to Principal Planner as current director retires.
- Reclassify existing part-time Permit Technician to part-time Assistant Planner to under-fill vacant Associate Planner.

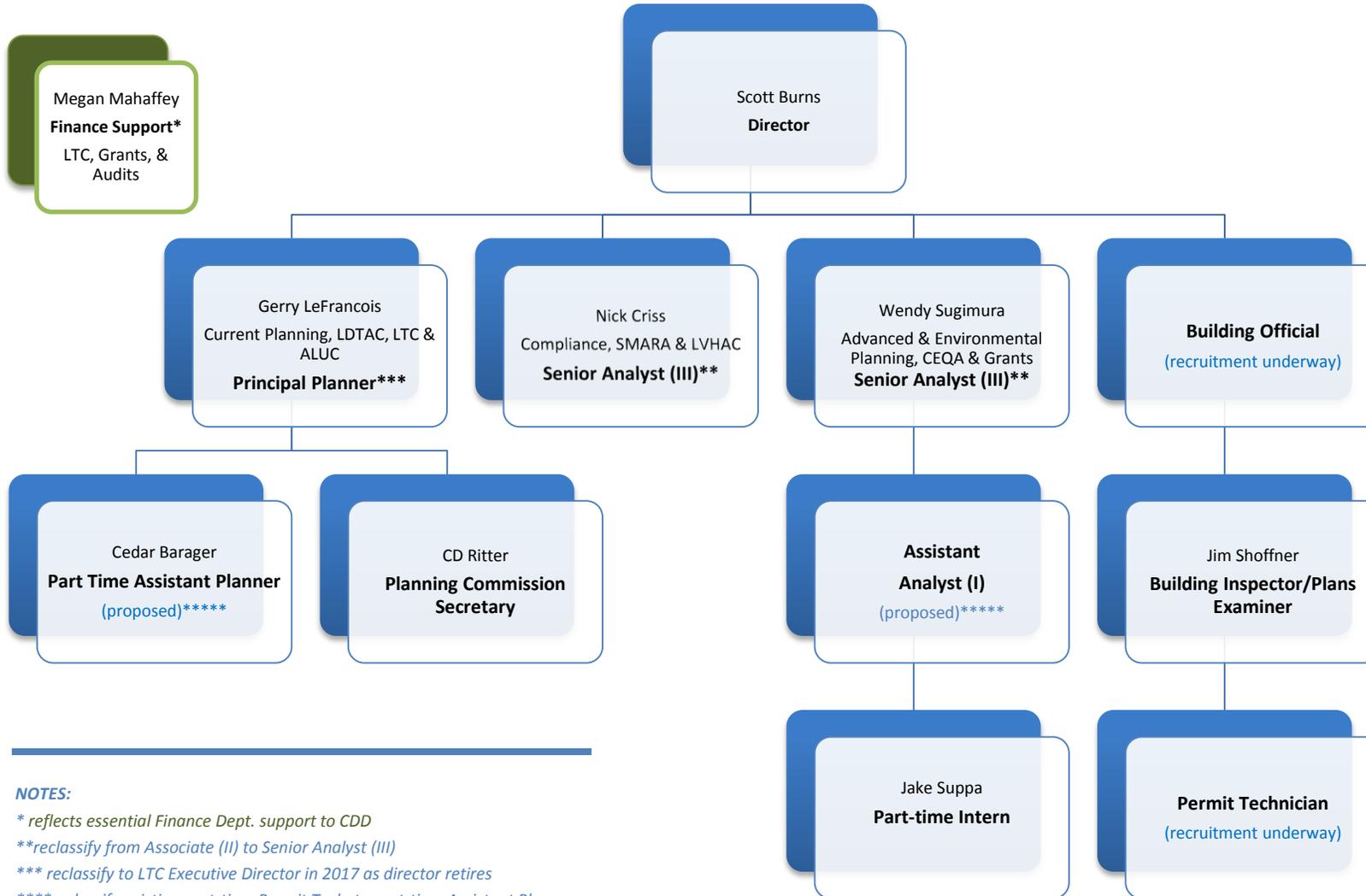
Compliance Division

- Reclassify Associate Analyst (II) Code Enforcement Officer to Senior Analyst (III) to recognize increasing complexity of duties with the assumption of Long Valley Hydrologic Advisory Committee (LVHAC) staffing responsibilities formerly provided by Economic Development; additional Surface Mining and Reclamation Act (SMARA) requirements/duties; and a variety of other additional monitoring and enforcement responsibilities, including water monitoring via CASGEM and stepped-up enforcement and outreach on transient rentals. A higher level classification is appropriate to recognize the leadership and program oversight demands of this resource-constrained and politically sensitive enforcement priority.

Attachments

The attached spreadsheet and organization charts illustrate the proposal. The organizational charts illustrate department organization as it existed when the 2015-16 budget was adopted, the current existing CDD structure, and the proposed restructuring. Also included are fiscal analysis spreadsheets allowing comparison of the status quo and proposed restructuring fiscal implications. As the spreadsheets indicate, the restructuring would have financial impacts similar to the status quo.





NOTES:

- * reflects essential Finance Dept. support to CDD
- **reclassify from Associate (II) to Senior Analyst (III)
- *** reclassify to LTC Executive Director in 2017 as director retires
- ****reclassify existing part-time Permit Tech. to part-time Assistant Planner
- *****under-fill vacant Associate Analyst (II) with Assistant Analyst

Cost Comparison CDD Status Quo to Restructure

Restructure will increase total FTE by .2 and total cost by \$7,074

	Status Quo		Restructure		Change in cost of Restructure Allocated	
	<i>Allocated FTE</i>	<i>TOTAL Salary and Benefits</i>	<i>Allocated FTE</i>	<i>TOTAL Salary and Benefits</i>	<i>FTE change</i>	<i>TOTAL increase/ (decrease) in cost</i>
Building	2.2	\$ 265,701.45	3.2	\$ 333,913.41	1	\$ 68,211.97
Planning	7.07	\$ 758,478.57	6.27	\$ 686,106.66	-0.8	\$ (72,371.91)
Code	1.05	\$ 112,964.00	1.05	\$ 124,198.00	0	\$ 11,234.00
LAFCO	0.08	\$ 7,143.00	0.08	\$ 7,143.00	0	\$ -
Housing	0.05	\$ 5,451.70	0.05	\$ 5,451.70	0	\$ -
TOTAL	10.45	\$ 1,149,738.71	10.65	\$ 1,156,812.77	0.20	\$ 7,074.06



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Public Works Proposed FY 16/17 Restructure

Engineering

Fiscal Impact:

None at this time. The changes proposed would result in a maximum increase of \$55,829.

Background:

The Public Works engineering staff is a strong team that is instrumental in engineering, obtaining funding for, managing, delivering, and maintaining much of the public works infrastructure that serves our constituents. These are the roads, bridges, culverts, parks, facilities, etc. that form the foundation of our local economy. In January the Board gave our team a resolution of appreciation for work performed in 2014 and 2015 on four projects that resulted in approximately \$20,500,000 being invested in Mono County roads. While the magnitude of that success was unprecedented, Public Works believes the Engineering Team has shown a continued ability to faithfully steward the County's infrastructure with whatever resources are available. To that end Public Works is requesting that the following changes to the Engineering position allocation list be considered:

1. Replace Assistant Public Works Director with County Engineer

Garrett Higerd continues to produce exceptional work for Mono County. He administered the successful completion of many road rehabilitation projects throughout Mono County that have resulted in significant road improvements for residents and visitors alike.

Garrett is a licensed professional engineer which greatly enhances Public Works in-house capabilities as well as limiting the amount of work that needs to be sent out.

Because Garrett has been functioning as the de-facto County Engineer for longer than six months from the start date of his current employment contract his job title should be changed to County Engineer. This change will ensure Garrett is recognized for his contributions to Public Works and better defines the scope of work he performs.

Strategic Plan Focus Areas: Mono Best Place to Work, Infrastructure

2. Replace Associate Engineer III with Senior Engineer

Paul Roten has performed exceptional work for Mono County over the last two years. Specifically, he was instrumental in the successful completion of the June Lake Streets Rehabilitation Project and is managing most land development, floodplain administration, and building permit reviews. Last year he prepared approximately \$20,000 in Industrial

Stormwater Quality engineering documents for the Road Shops and Solid Waste facilities. He also has made significant contributions to the Bridgeport Road Shop sand/oil separator, the Bridgeport Biomass Boiler project, Mono City speed surveys, Memorial Hall bid documents, updates to solid waste engineering reports, etc.

Paul has been a licensed civil engineer for almost twenty years and has more than thirty years of diverse civil engineering experience in both the public and private sectors. The Associate Engineer III position was advertised in 2014 with a salary range not based on a salary survey. We were very lucky to attract Paul even though he is over-qualified for his current position. A promotion opportunity would more accurately reflect Paul's current scope of work, reward Paul for his strong efforts and likely improve retention long term.

Strategic Plan Focus Areas: Mono Best Place to Work, Infrastructure

3. Discontinue Engineering Technician III and add Associate Engineer I

The Engineering Tech III position has been vacant for the last six months following Phil Touchstone's retirement at the close of 2015. The emphasis of the vacant position was to inspect land development projects, administer grading permits, inspect public works projects, etc. The focus of this position was extremely valuable during the housing boom and over the past few years when major construction projects have been underway almost continuously.

Now, the emphasis of our workload has shifted because demand for grading permits and development is down and fewer big public works projects are in the queue because of gas tax funding uncertainty. I believe an Associate Engineer I would more efficiently allow us to accomplish our goals in the current climate. For example, if this position were filled we would have greater capacity to:

- Continue to build and maintain GIS tools like the Pavement Management System. These are the tools that will guide financially and environmentally sustainable maintenance decisions in the future and provide the data we need to write good grant applications to secure new funding.
- Prepare Project Study Reports, grant applications, bid documents, etc. For example, we just received notice that we won a \$50,000 grant to prepare a Systemic Safety Analysis Report (SSARP) to collect road safety data. The study will focus on roadway departure and head-on collisions, intersections, interchanges, pedestrians and bicycling. If this position is approved and filled we would probably do it in-house, but if not we will hire a consultant.
- Perform Resident Engineer inspection work. For example, this summer we plan to construct the Stock Drive Realignment project. If Public Works has the capacity to do the Resident Engineer work in-house it could save approximately \$25,000 on consultants.
- Cross-train in many areas including Land Survey map processing. This is a mandated area of responsibility that Public Works needs greater depth in. Portions of this work are done to support of the Recorder's Office.
- Grading Permit inspections. Paul is primarily doing this now and assistance would allow him to oversee the work and work on other tasks.

Strategic Plan Focus Areas: Infrastructure, Environmental Sustainability, Economic Base, Public Safety

4. Add Engineering Intern (part-time)

If approved, this position would provide temporary and/or part time work. Tasks would vary based on the aptitude of applicants but would likely be related to data collection/maintenance and records related projects. This program could result in talented individuals staying and working for Mono County in other capacities.

Strategic Plan Focus Areas: Infrastructure, Mono Best Place to Work

Road

Fiscal Impact:

None at this time. The proposed changes would result in a maximum increase of \$13,261.

Background:

The Public Works Road staff is a strong team that is experienced in many facets of road maintenance and snow removal. Public Works is requesting that the following changes to the Road Operations allocation list be considered:

5. Replace Road Operations Supervisor with Road Operations Superintendent

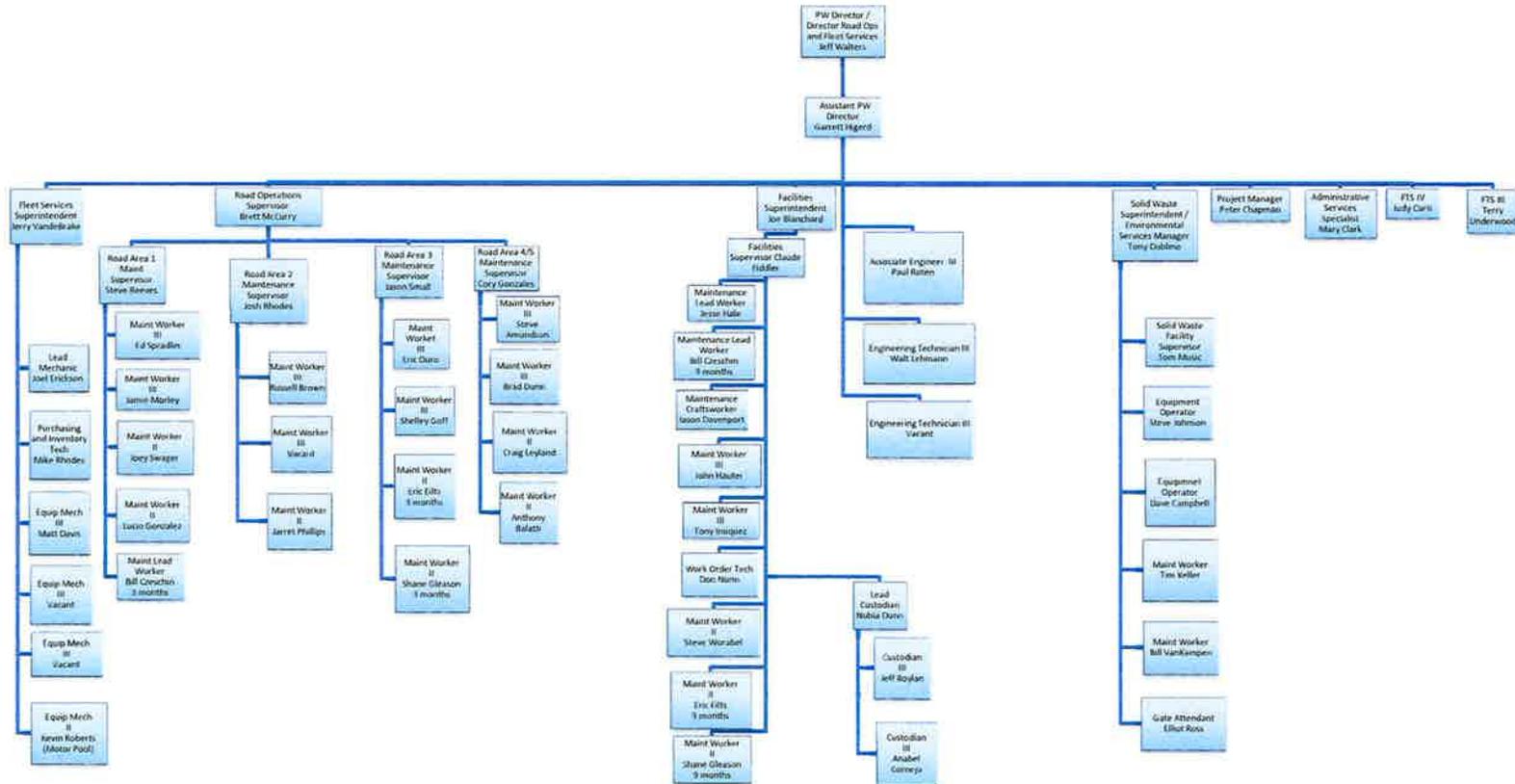
Brett McCurry has performed exceptional work for Mono County for almost twenty years. He oversees up to twenty staff which is more than any other Public Works supervisor or superintendent.

Brett has done excellent work in his current capacity including innovative ways of completing tasks, diligent price shopping for materials and equipment as well as ensuring his staff provides constituents with safe road conditions. He and his staff were successful in the completion of Sage Grouse habitat projects for the BLM. His ongoing work with California State Parks on the Bodie Road has greatly improved the condition of the road surface. Tioga Pass snow removal requires strong logistical skills which Brett has proven each year Public Works is asked to assist the Park Service. Over many years of service for Mono County Brett has gained the knowledge and experience demanded by our constituent's expectations.

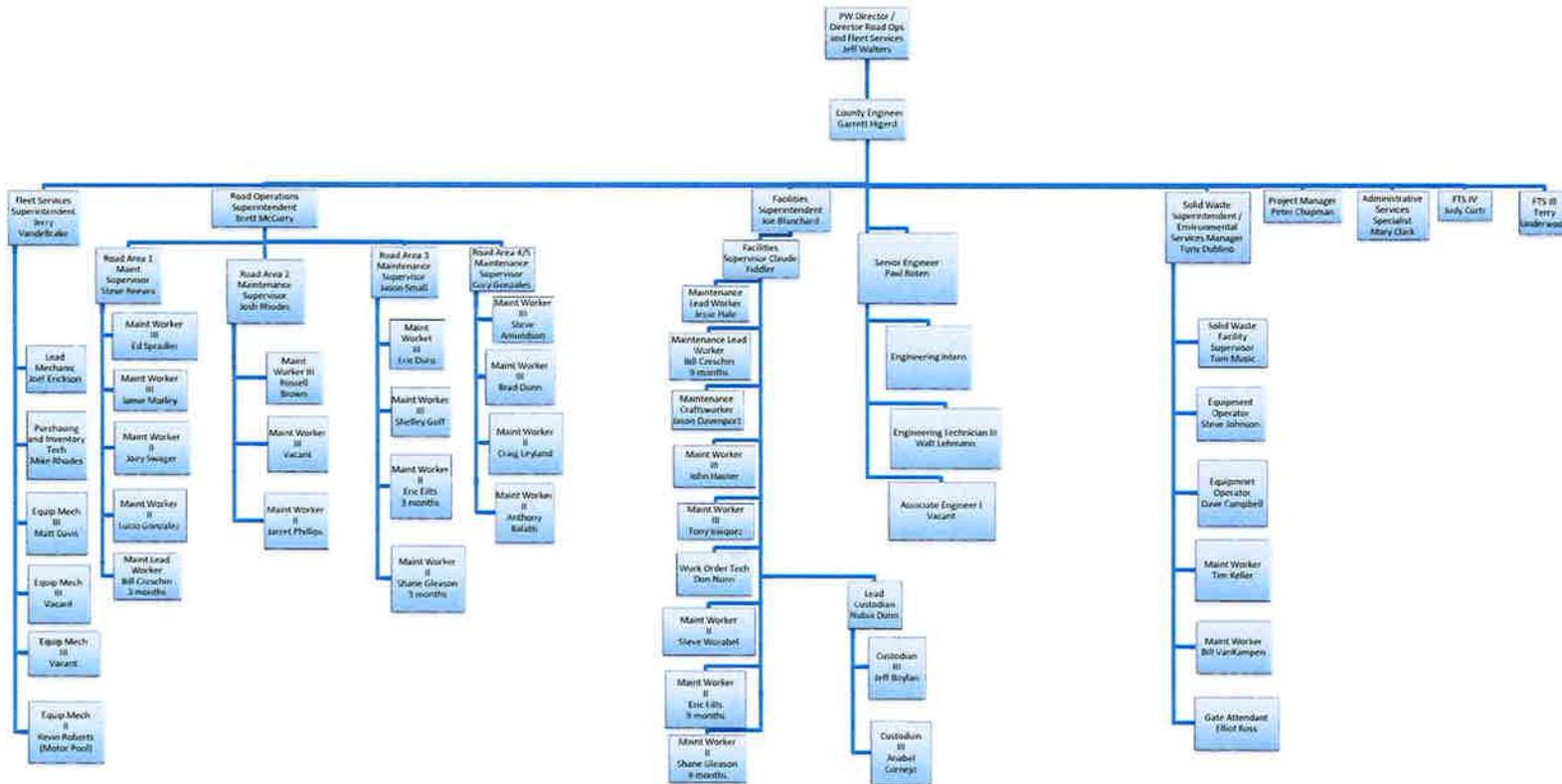
There is significant inequity when you consider the number of staff supervised and Brett's existing salary. Changing Brett's title to Road Operations Superintendent would also bring consistency to each Public Works division leader.

Strategic Plan Focus Areas: Infrastructure, Mono Best Place to Work, Public Safety

**Public Works Existing Organizational Chart
July 12, 2016**



Public Works Proposed Organizational Chart
July 12, 2016



Public Works/Road Fiscal Impact Calculation

DIVISION	SALARY (MONTHLY)		BENEFITS (MONTHLY)		TOTAL COMPENSATION (ANNUAL)		
	EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED	CHANGE
Engineering	\$22,143.00	\$26,078.67	\$12,963.88	\$13,680.60	\$421,282.54	\$477,111.20	\$55,828.66
Road	\$6,171.00	\$7,150.00	\$3,774.00	\$3,900.00	\$119,339.00	\$132,600.00	\$13,261.00

Mono County Behavioral Health Reorganization, Fiscal Year 2016/2017:

Mono County Behavioral Health (MCBH) is submitting this request to begin a process of reorganization in order to meet the following needs:

- Changes within the State and Federal funding streams. These changes include a reduction of some funding (Mental Health Services Act) and additions of oversight and regulations that require our agency to develop and add systems in order to meet these new requirements. These additional regulatory requirements create a need for adding job duties to our Quality Assurance officer, along with prompting MCBH to create and fill the Mental Health Services Coordinator (MHSA) to keep up to date with all mandates.
- The State of California is asking County Mental Health systems to lead in the effort to provide housing to all residents of California. The “No Place Like Home” and “Housing First” initiatives proposed by Governor Brown, and outlined in the May Budget Revisé, create an opportunity and an expectation for each county Mental Health Provider to address the housing needs of those who are struggling with homelessness or who are experiencing insecurity regarding their ability to house themselves and/or their family members. Additionally, by addressing housing as an immediate need that is essential for those who have been recently incarcerated or who are soon to be released from incarceration and have terms/conditions set by the court and overseen by the county Probation Department, we can develop programs and supports that will help reduce recidivism. The new MHSA Coordinator will also oversee the housing requirements, as well as the Davison House project should it come into fruition.
- In conjunction with our Social Service and Probation Departments, MCBH will be seriously impacted by the Continuity of Care Reform (CCR). This is a new State mandate requiring counties to keep all youth placed outside of their homes in their home county and provide services to support them and their families for better outcomes. This is a labor intensive, primarily unfunded mandate that will require collaboration and regionalization within and outside of our county.
- The next wave of the Affordable Care Act, through the Federal obligations of Health Care Reform, will require MCBH to make structural and systemic changes by 2019. We are currently working on implementing our new Visual Health Record (VHR), and will next begin our work on becoming a Certified These are both labor intensive projects that require regulation oversight, staff training, and a shift in duties once we are in the process of certification. This project is not, at this time, funded, and MCBH is not, due to staff shortages, able to begin our implementation. Some of our proposed Reorganization will help us get staff in place to begin this project.
- The director of MCBH is informally the Public Conservator. Currently there is an increase in consumer/families who are requesting the services and engagement required by this position. This is an understaffed, time intensive mandate that requires urgent and sometimes long term commitment by the MCBH director and staff, as well as from our County Counsel, District Attorney, and other legal systems.

Quality Assurance/Quality Improvement Coordinator: This position change will widen the scope of oversight within our agency in an effort to meet the added State and Federal requirements/regulations since the adoption of Health Care Reform. It is not, at this time, tied to a step increase or change.

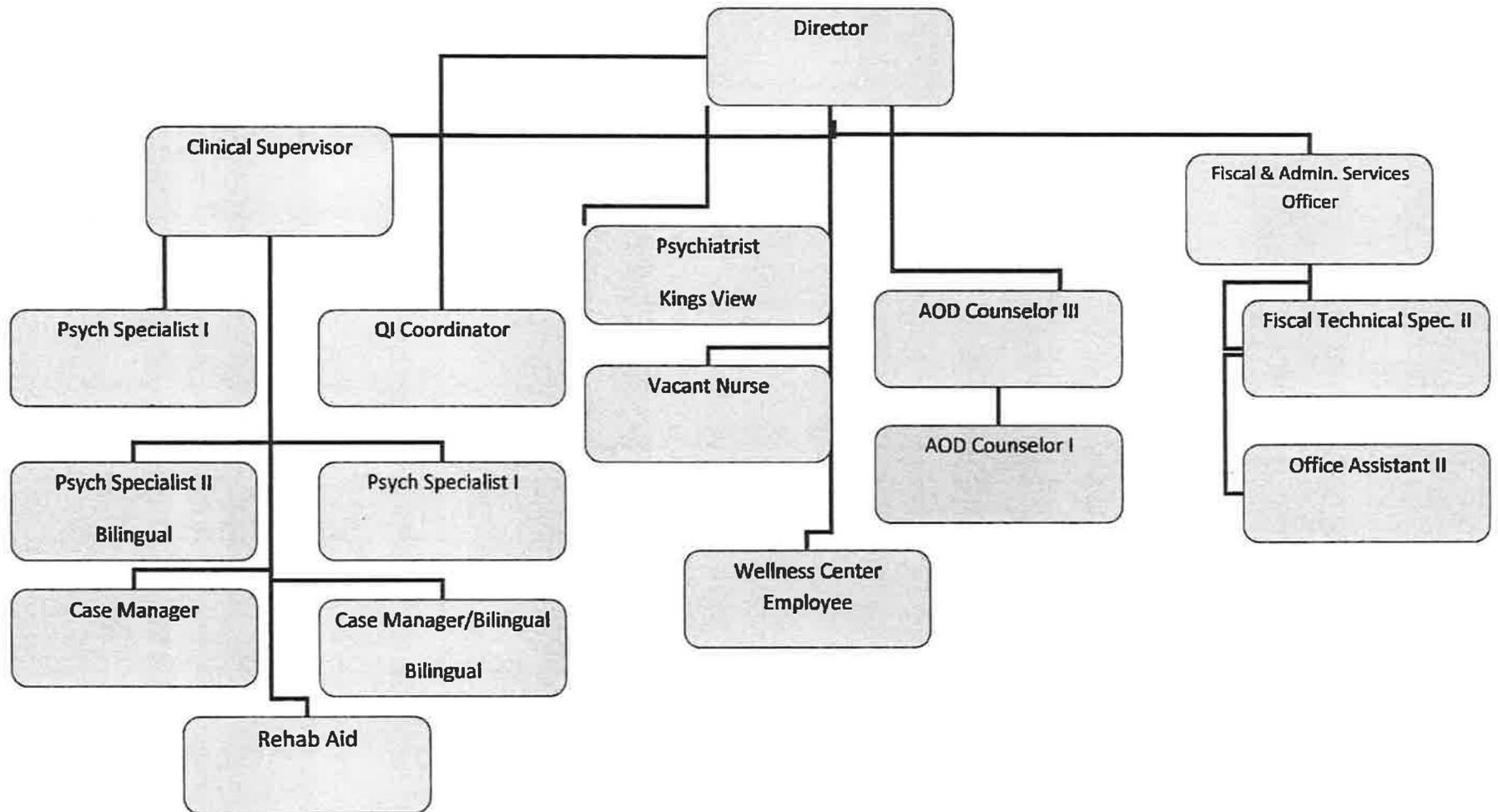
Mental Health Services Act (MHSA) Coordinator: This is a new position within the Mono County structure. At this time, we are proposing a 32 hour, benefited position to oversee our MHSA programs and coordinate our housing efforts under the "No Place Like Home" initiative. This is a position that many small counties have available in an effort to create and maintain programs that meet the needs of communities, collect the necessary data required by the state, and set up systems of accountability.

Ongoing Position Allocations (not yet filled):

We continue to have allocated our Psychiatric Specialist III position, our Registered Nurse position, and one, Rehabilitation Aid/Part-Time. We also plan to continue to look to fill our psychiatric care mandates by recruiting a person to replace our tele-psychiatry. This would allow us to expand our services to treat Substance Use Disorders with the standard of practice, and to build needed partnerships with the Mono County Jail, Mammoth Hospital and, potentially, Inyo County Behavioral Health. It should be known that any position that requires an advanced degree (RN, Psych Specialist, Psychiatrist) has been difficult to fill due to not having competitive wages that also meet the needs of Mono County's high cost of living. We have not, to date, attracted viable or qualified candidates.

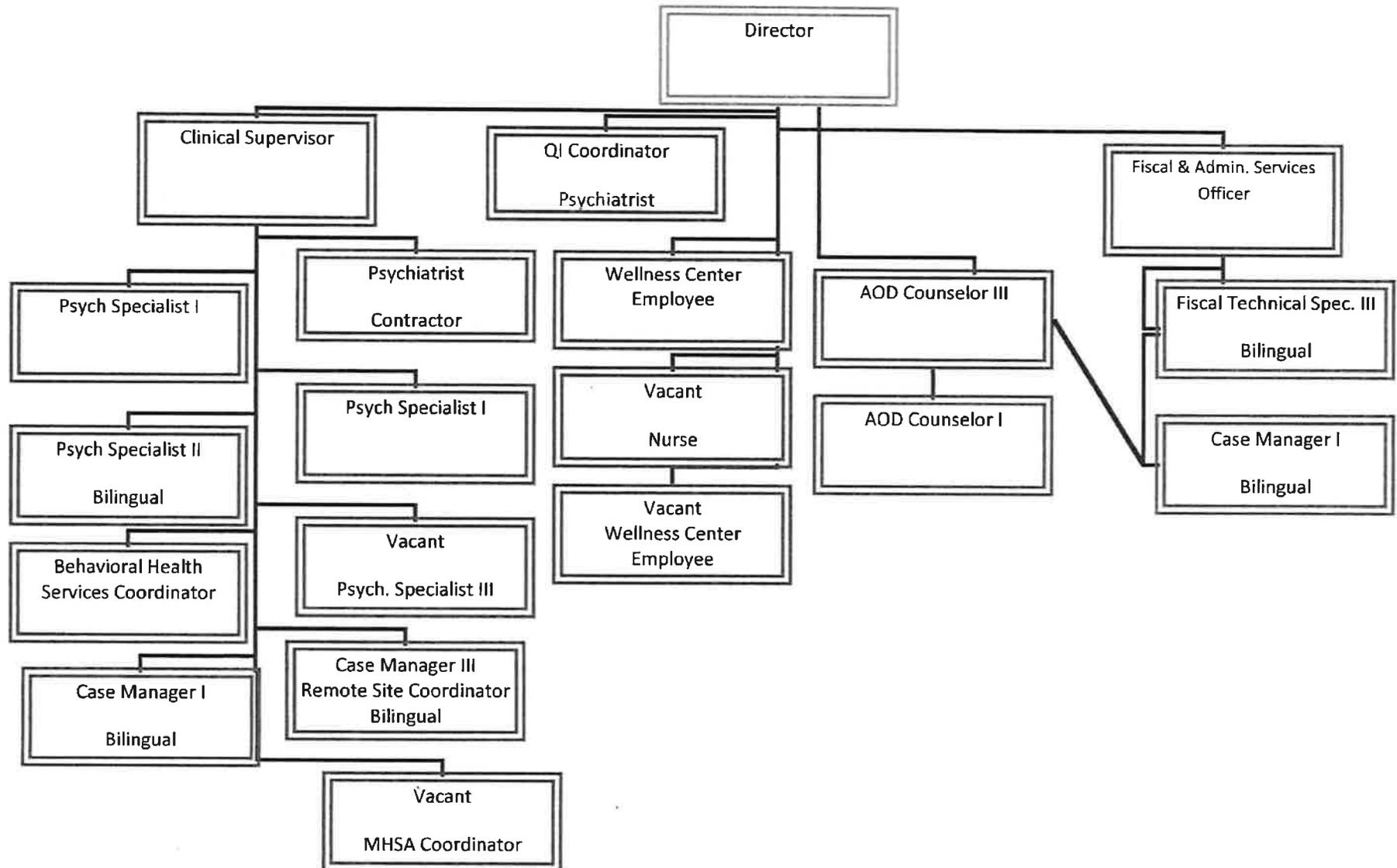
Behavioral Health

2015-16



Behavioral Health

2016-17



FINANCING USES CLASSIFICATION	TOTAL	MENTAL HEALTH	ALCOHOL DRUG	MHSA
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2016-17 PROPOSED BUDGET

SALARIES & BENEFITS:

2110 REGULAR SALARIES	1,223,393.00	214,973.00	247,634.00	760,786.00
2210 EMPLOYEE BENEFITS	725,580.00	126,924.00	141,632.00	457,024.00
2112 OVERTIME	12,920.00	3,320.00	3,600.00	6,000.00
NET SALARIES & BENEFITS	1,960,310.71	344,716.78	391,783.93	1,223,810.00

2015-16 APPROVED BUDGET

SALARIES & BENEFITS:

2110 REGULAR SALARIES	1,052,967.00	180,199.00	204,716.00	668,052.00
2210 EMPLOYEE BENEFITS	616,584.00	103,389.00	109,859.00	403,336.00
2112 OVERTIME	13,410.00	3,320.00	3,600.00	6,490.00
NET SALARIES & BENEFITS	1,682,961.00	286,908.00	318,175.00	1,077,878.00

SALARIES & BENEFITS:

2110 REGULAR SALARIES	170,426.00	34,774.00	42,918.00	92,734.00
2210 EMPLOYEE BENEFITS	108,996.00	23,535.00	31,773.00	53,688.00
2112 OVERTIME	-490.00	0.00	0.00	-490.00

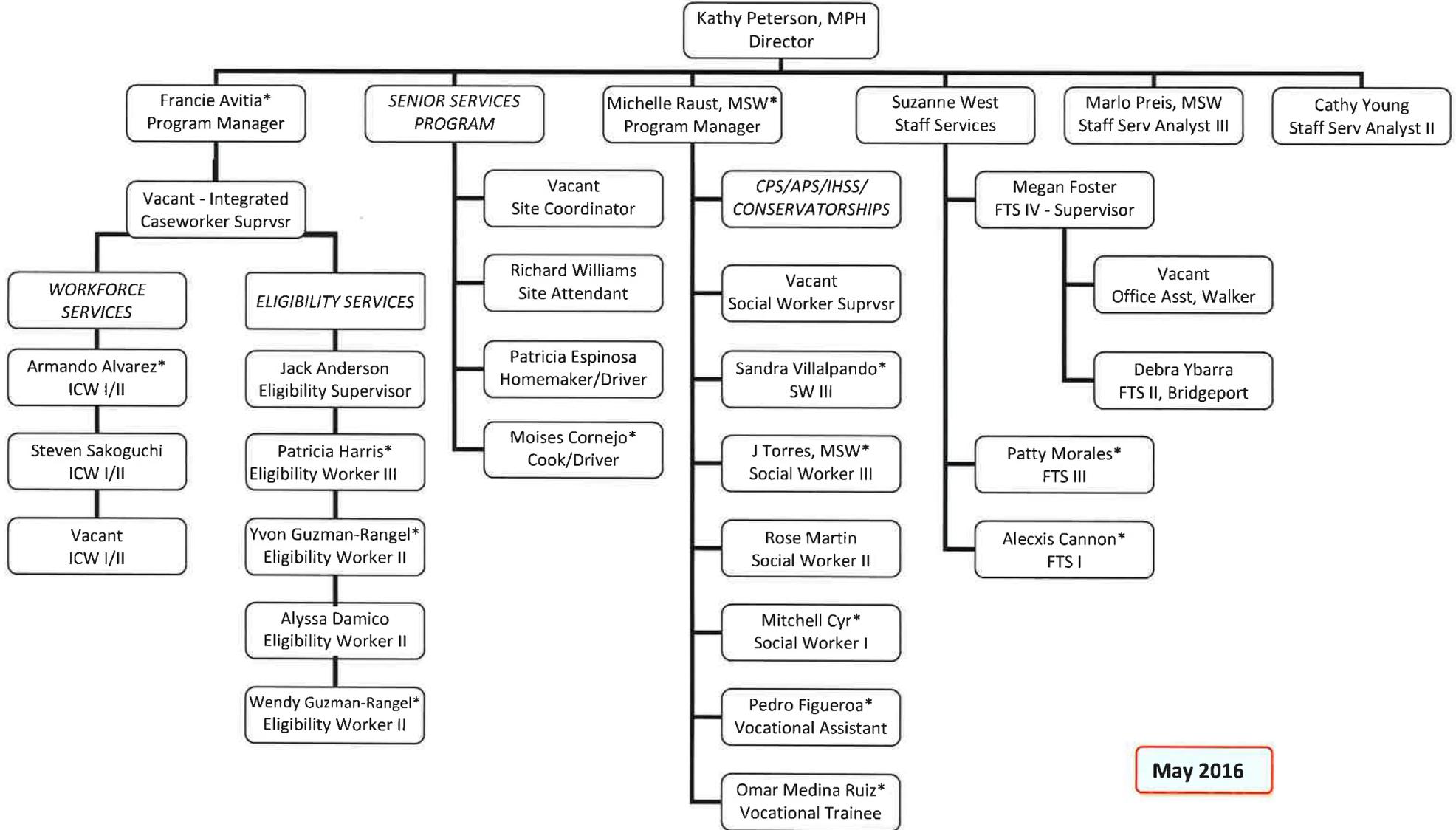
Total Increase	278,932.00
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The above numbers include 3.8 FTE positions that are vacant

Restructure Request FY 2016-17
Department of Social Services, Mono County

Name of item	Add New Position?	Justification/Description	FY 2016-17 Fiscal Impact
1. Promote one SW III position to a SW IV	N	Currently, the DSS Child and Adult Services Division is staffed with two Social Worker (SW) IIIs, one SW II, and one SW I. A typical Social Worker staff configuration includes a SW IV position, however because this position requires a master's degree, counties frequently struggle to recruit and retain such staff. One of our SW IIIs is now eligible under Merit System Services rules to promote to a SW IV position. The SW IV performs casework of an advanced nature dealing with complex individual and family problems, and is the highest non-supervisory level in the series. In addition, it should be noted that the laws governing child welfare staffing within counties requires that a certain number of staff possess master's degrees. California DSS, Child Welfare Manual of Policies and Procedures, Division 31 Staffing Requirements specifies that 50% of the professional staff providing emergency response and family maintenance services shall possess a master's degree in social work, or its equivalent in education and/or experience. Recruiting and retaining professional staff at this level helps us to better meet the needs of the community, as well as fulfill our legal mandates. Under this scenario there would be a restructuring of workload with no net increase to the existing staff allocation. Upon Board approval, Merit System Services will conduct an internal promotional recruitment. This increase will be paid for with state funds. **This request is consistent with the Mono County Strategic Focus Area of: Mono best place to work (Recruit and retain qualified, committed staff).	Total annual increase = \$6,613
2. Hire one new RFA Social Worker (IV/III/II/I)	Y	Implementation of the Resource Family Approval (RFA) Program is a key component to the success of the Continuum of Care Reform effort which draws together a series of existing and new reforms to our child welfare services system. RFA directly impacts county welfare departments by creating a new foster caregiver approval process that replaces multiple existing processes of licensing or certifying foster homes, approving relatives, nonrelative extended family members (NREFMs), prospective adoptive parents, and legal guardians. Mandated by California state statute, statewide implementation is set to occur on January 1, 2017. In order to meet this mandate, DSS requests approval for an additional Social Worker to assist with implementation, on-going services and administration required by this new mandate. This request is contingent upon additional state funding; DSS will adjust the scope of recruitment (full-time/part-time) based on state funding. **This request is consistent with the Mono County Strategic Focus Area of: Mono best place to work (Recruit and retain qualified, committed staff).	Total annual = \$75,773-\$93,125 based on SW IV (dependent upon funding and recruiting success)
3. Promote one Vocational Trainee/Assistant to a Social Services Aide	N	The DSS Child and Adult Services Division is staffed with one full-time support staff position, a Vocational Assistant (VA). While the VA is instrumental in performing a variety of tasks in support of the division, the scope is limited regarding performance of client-related tasks. DSS has a need for additional assistance related to routine client services, and desires to promote the existing VA position to a Social Services Aide (SSA) position. SSAs function as junior Social Worker by relieving the professional staff of routine tasks such as performing assessments of clients in the In-Home Supportive Services program and various other tasks for the child and adult service programs. This allows the Social Workers to concentrate their time on the more complex casework. Under this scenario there would be a restructuring of workload with no net increase to the existing staff allocation. Upon Board approval, Merit System Services will conduct an internal promotional recruitment. This increase will be paid for with state and federal funds. **This request is consistent with the Mono County Strategic Focus Area of: Mono best place to work (Recruit and retain qualified, committed staff).	Total annual increase = \$3,327
4. Add Social Worker Supervisor I position to allocation list	N	Currently, the county staff allocation list allows for the hiring of a Social Worker Supervisor II in the Child and Adult Services Division. DSS would like to add to the allocation list a Social Worker Supervisor I position (Range 75) as an under-fill to the Social Worker Supervisor II position (Range 80). This would allow the Department to staff at <i>either</i> the Supervisor II or Supervisor I position, dependent upon the Department's needs and ability to recruit staff.	No net increase; potentially a decrease if staffed at Sup I

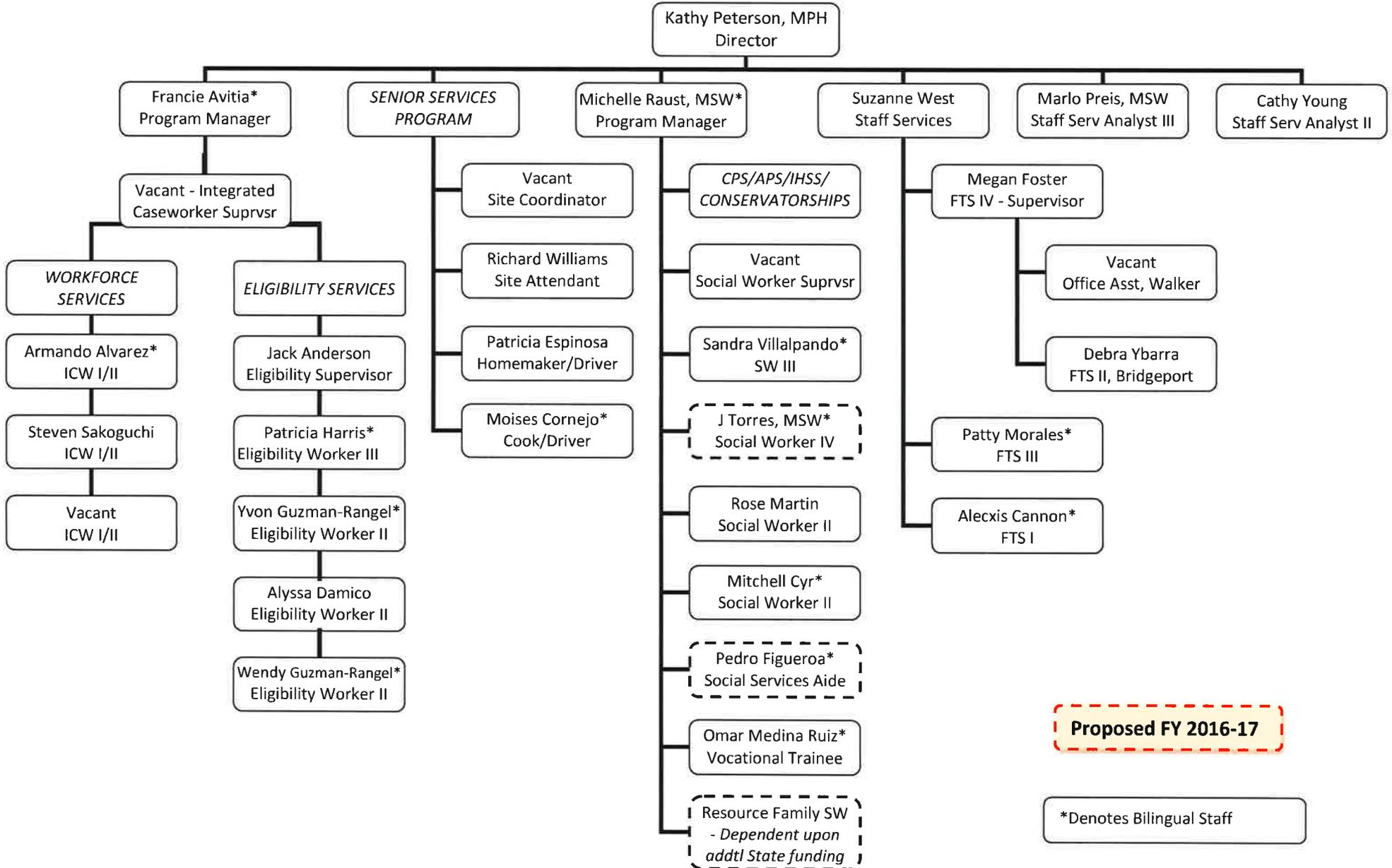
Mono County Social Services



May 2016

*Denotes Bilingual Staff

Mono County Social Services





MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517
BRIDGEPORT OFFICE (760) 932-5570 • FAX (760) 932-5571
MAMMOTH OFFICE (760) 924 1730 • FAX (760) 924-1731

probation@mono.ca.gov

Stan Eller
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

July 5, 2016

To: Honorable Board of Supervisors

From: K.S. Humiston

ABSTRACT

Mono County Probation Services is proposing to reclassify three job titles. The reclassification will allow for probation officers to complete all work assigned, a reclassification of the Fiscal and Technical Specialist IV to ensure the duties completed are appropriately reflected and the addition of a supervisor to oversee the juvenile caseload.

NARRATIVE

The Mono County Strategic Plan identifies unique Focus Areas. Our proposal falls within "Mono Best Place to Work." Within that focus area are projects. Under Project: *Increase Employee Productivity and Morale*, by recognizing and reclassifying a position to match the work accomplished provides the recognition of work completed. Contrary to proletariat observation that morale is greatly affected by salary¹, research indicates that morale, organizational commitment, and employee satisfaction is affected mostly by recognition of accomplishment, challenge and meaningful work².

¹ Charmorro-Premuzic, T., (23013). Does Money Really Affect Motivation? A Review of the Research, *Harvard Business Review*.

Judge T.A., Piccolo, R.F., Podaski, N.P., Shaw, J.C., & Rich, B.L. (2010). The relationship between pay and job satisfaction: A meta-analysis of the literature. *Journal of Vocational Behavior*, 77(157-167).

² Albarracin, D. (1990). A review and meta-analysis of the antecedents, correlates, and consequences of organizational commitment, *Psychology Bulletin* (174-194)

A significant number of County Probation organizations throughout California use the **Deputy Probation Officer (DPO) I/II/III** series instead of DPO I/II. Deputy Probation Officers have assumed additional duties such as Adult Drug Court, Juvenile Drug Court, Range Master for two counties, Restitution Court, Post Release Community Supervision, Community Supervision post in-county incarceration, Moral Reconciliation Therapy, and Motivational Interviewing trainer for the county to name a few additional duties. The probation officer series of DPOI/II would be changed to DPOI/II/III. As the DPO I steps up to the II after one year providing they have met all training and performance evaluation goals, the DPO II would be moved from a DPO II to a DPO III after two years of service, successfully completing all additional training and having met their performance evaluation goals. This allows the organization to develop officers from an intern (DPOI) to a case carrying officer (DPOII) and then to a lead role project/program management (DPO III).

The current description of Fiscal and Technical Specialist IV (FTS IV) compared to the Administrative Services Specialist (ASS) description indicates this position is working out of class. This position also assists/supervises another Administrative Services Specialist in a different department with budget matters. This position needs to be amended from a **FTS IV to an ASS** with the current employee promoted to the Administrative Services Specialist.

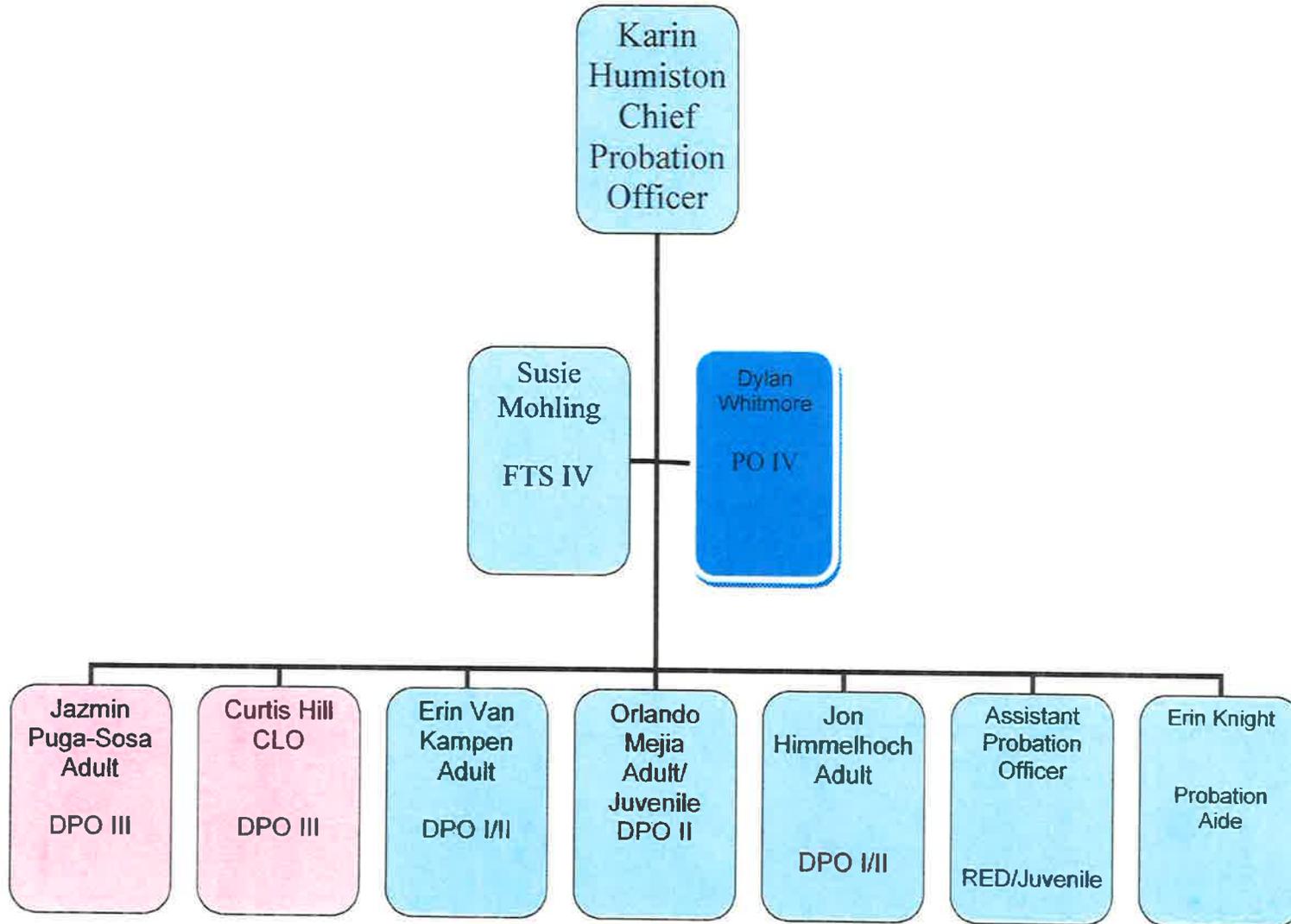
The County of Inyo is considering changing how their juvenile detention center is used. Mono County contracts with Inyo to house youth. It is cost ineffective to travel to a neighboring county to house youth. Mono Probation would use its Special Purpose Cells (mandatory two employees supervising if a youth is housed in the cell). Along with this, Social Services is changing how children are placed under California Child Welfare Continuum of Care Reform (CCR) (SB 5740). Placements will be eliminated with and constellation foster homes replacing them. Placement services demands a significant amount of time of an officer, adding foster care constellation homes will be overwhelming. A supervisor is to be upgraded from a **DPOI/II/III to a DPOIV**. Current DPO I/II/III would competitively interview with the selected officer promoted to DPO IV. This position would oversee and supervise all juvenile matters.

This action will not change the number of allocated positions for the Probation Department.

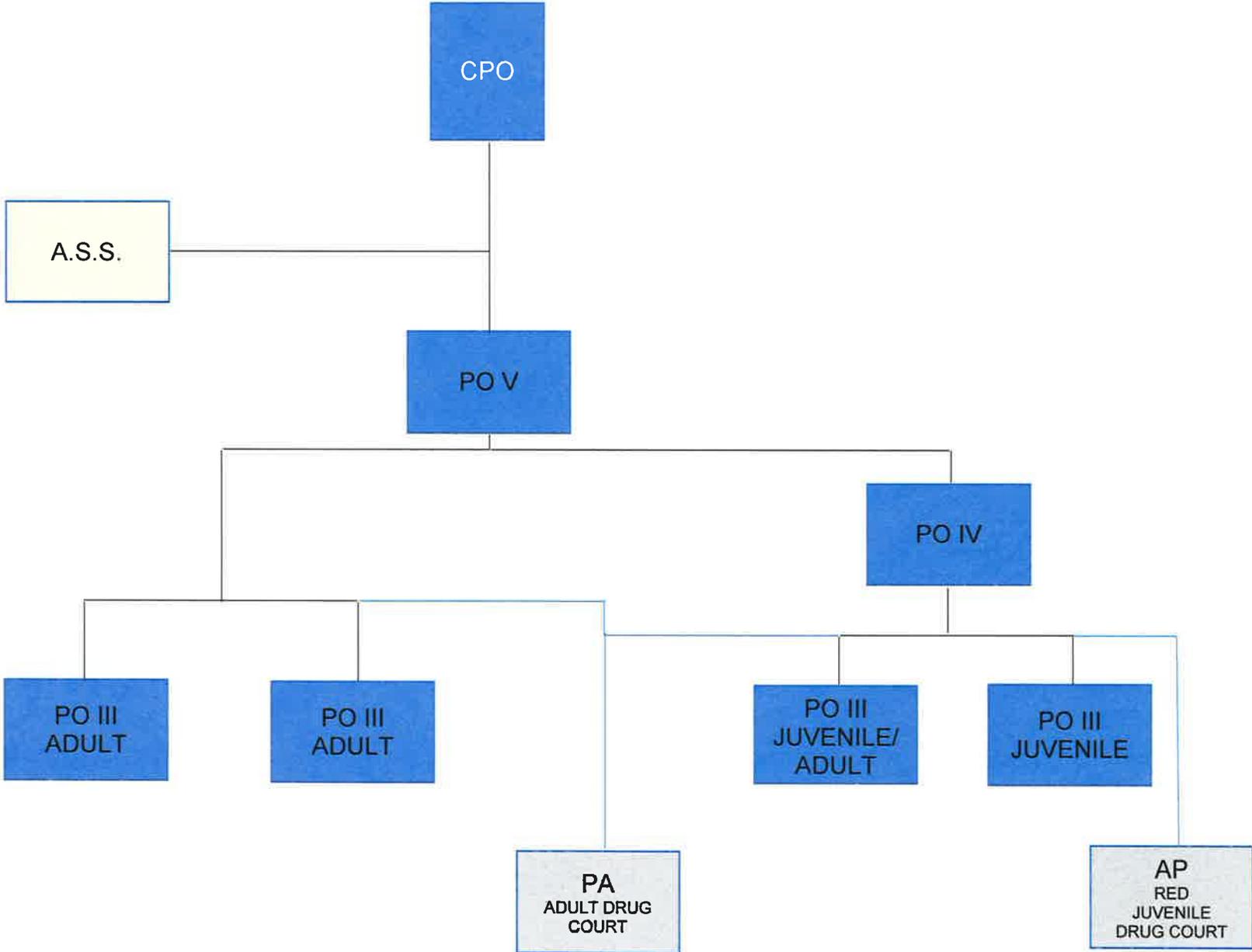
FISCAL IMPACT:

The annual cost for this reorganization is estimated at \$70,984 over the current salaries and benefits budget for 2015-16. These costs are funded through AB-109 and have no direct impact to the General Fund. Necessary budget adjustments will be made during the mid-year budget review.

Mono County Probation Services - Current



MONO COUNTY PROBATION - PROPOSED



CURRENT ALLOCATED POSITIONS	MONTHLY SALARY/BENEFITS	PROPOSED POSITIONS	MONTHLY SALARY/BENEFITS	Difference
CHIEF	\$22,477.13	CHIEF	\$22,477.13	\$0.00
FTS IV	\$6,372.78	ADMINISTRATIVE SERVICES SPECIALIST	\$8,633.07	\$2,260.29
DPO V (Underfilled at DPO IV)	\$12,618.27	DPO V	\$13,623.90	\$1,005.63
DPO III	\$11,175.76	DPO I/II/III	\$11,175.76	\$0.00
DPO II	\$9,759.68	DPO IV	\$11,655.65	\$1,895.97
DPO II (step B)	\$10,995.24	DPO I/II/III	\$11,461.90	\$466.66
DPO II	\$9,748.91	DPO I/II/III	\$10,589.88	\$840.97
DPO II (step B)	\$10,988.04	DPO I/II/III	\$11,439.46	\$451.42
ASST PO/RED COORDINATOR	\$7,366.50	ASST PO/RED COORDINATOR	\$7,366.50	\$0.00
PROBATION AID II	\$11,378.30	PROBATION AID II	\$11,378.30	\$0.00
TOTAL PER MONTH	\$112,880.61	TOTAL PER MONTH	\$119,801.55	\$5,915.31
ANNUAL TOTAL	\$1,354,567.32	ANNUAL TOTAL	\$1,437,618.60	\$70,983.72
				Funded by AB109-Probation



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

TIME REQUIRED

SUBJECT Closed Session-- Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Counsel.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time	Who	Approval
6/15/2016 10:14 AM	County Administrative Office	Yes
6/21/2016 10:01 AM	County Counsel	Yes
6/28/2016 5:35 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

TIME REQUIRED

SUBJECT Closed Session - Workers
Compensation Claim

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9.
Name of case: Worker's compensation claim of Barbara Fritsch.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Margaret White

PHONE/EMAIL: 760.932.5405 / mwhite@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:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time	Who	Approval
6/25/2016 5:04 AM	County Administrative Office	Yes
6/27/2016 11:25 AM	County Counsel	Yes
6/28/2016 5:34 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time	Who	Approval
6/30/2016 9:23 AM	County Administrative Office	Yes
6/30/2016 9:23 AM	County Counsel	Yes

6/30/2016 9:24 AM

Finance

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 5, 2016

TIME REQUIRED

SUBJECT Afternoon Session

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

THE REGULAR AGENDA WILL RECONVENE AFTER CLOSED SESSION IF NECESSARY

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time

Who

Approval