



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting March 15, 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 - NONE

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.

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. Safety Seat Checkup Proclamation

Departments: Clerk of the Board

Stephanie M. Tombrello, LCSW, Executive Director, SafetyBeltSafe USA, has requested the Board adopt a proclamation recognizing the week of April 3 - April 9, 2016, as Safety Seat Checkup Week. This item is being sponsored by Chairman Stump.

Recommended Action: Approve proposed proclamation.

Fiscal Impact: None.

B. Resolution Authorizing Continuing Application to CalRecycle Payment Programs

Departments: Public Works, Solid Waste Division

Proposed resolution R16-_____, authorizing the Director of Public Works to Submit and Execute on Behalf of Mono County an Application to the Department of Resources Recycling and Recovery for Payment Programs and Related Authorizations.

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

Fiscal Impact: \$20,000 per year revenue to the Solid Waste Enterprise Fund.

C. Department of Health Care Services Multi-Year Substance Use Disorder

Services Contract Amendment for Fiscal Years 2014-2017

Departments: Behavioral Health

Proposed contract amendment with Department of Health Care Services for Substance Use Disorder services for Fiscal Year's 2014-2017.

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

Fiscal Impact: None to County General Fund. Maximum amount of contract throughout these funding cycles is \$1,201,944.

D. DSA Side Letter to the MOU

Departments: CAO

Proposed resolution adopting and approving the second amendment to the 2014-2017 Memorandum of Understanding between the County of Mono and the Mono County Sheriff's Officers Association (AKA the Deputy Sheriff's Association) establishing an 80-hour/14-day work period and maintaining overtime pay for grant-funded work.

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

Fiscal Impact: None.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

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

9. REGULAR AGENDA - MORNING

A. Sierra Nevada Conservancy (SNC) Presentation

Departments: CAO

25 minutes (15 minute presentation; 10 minute discussion)

(Danna Stroud and Randi Jorgensen) - SNC's Watershed Improvement Program (WIP) Regional Strategy.

Recommended Action: 1. Hear presentation by SNC Mt. Whitney Area Representative, Danna Stroud regarding the Sierra Nevada Watershed Improvement Program (WIP) Regional Strategy and provide feedback. 2. Consider approving and authorizing the Board Chair to sign the Statement of Endorsement for the Sierra Nevada Watershed Improvement Program.

Fiscal Impact: None.

B. County Service Area #1 Update and Skate Park Request

Departments: CAO, Community Development Department, CSA #1

30 minutes (20 minute presentation; 10 minute discussion)

(Kim McCarthy, Courtney Weiche) - CSA #1 update and authorization to prepare a Request for Bids or Request for Qualifications for the skate park design or design/build contract to be located in the community of Crowley Lake.

Recommended Action: 1. Hear CSA#1 progress on their 10-year plan and provide feedback. 2. Hear the plans for the proposed skate park in Crowley Lake including the financial status of CSA#1. 3. Hear an overview of the Planning Commission's approval of Conditional Use Permit 15-004 allowing for a skate park on the Crowley Lake Community Center Parcel. 4. Authorize CSA#1, with assistance from County staff, to prepare either a Request for Bids (RFB) or Request for Qualifications (RFQ), whichever is required for either a design contract or a design/build contract.

Fiscal Impact: The project is anticipated to cost approximately \$600,000 and will be funded by CSA#1 monies.

C. Potential Sale of Benton Rental Units

Departments: CAO

15 minutes (5 minute presentation; 10 minute discussion)

(Leslie Chapman) - Potential sale of Benton Housing Units.

Recommended Action: 1. Authorize the CAO and County Counsel to enter into negotiations with the Utu Utu Gwaitu Paiute tribe for the possible sale of that portion of Parcel 24-131-29 owned by the County in Benton which contains two housing units, and 2. Authorize Staff to prepare a record of survey and take other associated actions to divide the parcel for the purposes of conveyance.

Fiscal Impact: If the sale is completed, anticipated revenue is proposed to go to the Housing Mitigation fund for low income housing, with a portion to be put towards Benton park maintenance. Additionally, there will be a reduction in annual maintenance costs, as well as a reduction in required staff time to maintain and manage low income rental units located in Benton.

D. Electronic Recording Delivery System

Departments: Clerk-Recorder

20 minutes (5 minute presentation; 15 minute discussion)

(Bob Musil) - Discussion of Mono County's proposed participation in a system which allows documents to be recorded electronically. Consider and potentially approve Resolution #R16 ____, A Resolution of the Mono County Board of Supervisors Authorizing Mono County's Participation in an Electronic Recording Delivery System.

Recommended Action: Adopt proposed resolution #R16-_____, authorizing Mono County's Participation in an Electronic Recording Delivery System. Provide any desired direction to staff.

Fiscal Impact: Startup costs of \$18,100, paid for using Recorder's Modernization Funds. Annual operating costs of \$4,538, offset by revenue of \$5,868 from increased recording fees. There is no impact to the general fund.

E. Solid Waste Fee Waiver Programs

Departments: Public Works, Solid Waste Division

15 minutes (5 minute presentation; 10 minute discussion)

(Tony Dublino) - Presentation of the current status of the County's Solid Waste Fee Waiver Programs, and request for Board direction on future implementation.

Recommended Action: Consider costs and public benefit of waivers, consider potential implementation alternatives and provide any desired direction to staff.

Fiscal Impact: Depending on Board direction, there is potential for \$10,000/year reduction in redeemed waivers, with costs savings in associated processing of material.

F. Solid Waste Acceptance Criteria and Fee Decrease

Departments: Public Works, Solid Waste Division

20 minutes (5 minute presentation; 15 minute discussion)

(Tony Dublino) - Proposed Resolution 16-___, revising solid waste acceptance criteria at County Solid Waste Facilities, and decreasing certain gate fees at the Benton Crossing Landfill. Provide any direction to staff.

Recommended Action:

Adopt proposed resolution. Provide any direction to staff.

Fiscal Impact: Approximately \$10,000 in lost tipping fee revenue to the Solid Waste Enterprise Fund.

G. Appointment of Personnel Appeals Board Members

Departments: Human Resources

10 minutes (5 minute presentation; 5 minute discussion)

(Dave Butters) - Appointment of 3 members to the personnel appeals board pool for the Public Safety Officers bargaining unit, all of whom shall be current County employees or officials.

Recommended Action: Appoint Wendy Sugimura, Kirk Hartstrom, and Barry Beck to the personnel appeals board pool for the Public Safety Officers bargaining unit. Appointments are for four years or until replaced.

Fiscal Impact: None.

H. Proclamation to Honor Inyo County's 150th Anniversary

Departments: CAO

5 minutes

(Leslie Chapman) - Proclamation to honor Inyo County's 150th anniversary.

Recommended Action: 1. Approve the proclamation to honor Inyo County's 150th anniversary; 2. Appoint a Board member or designee to deliver the proclamation at Inyo County's March 22, 2016 Board meeting. (Proclamation will be available at the Board meeting)

Fiscal Impact: None.

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 - 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.

C. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Assessor's parcel number 24-131-29 in Benton, California. Agency negotiators: Leslie Chapman and Stacey Simon. Negotiating parties: Mono County and Utu Utu Gwaitu Paiute Tribe. Under negotiation: Price and terms of payment.

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 March 15, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Safety Seat Checkup Proclamation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Stephanie M. Tombrello, LCSW, Executive Director, SafetyBeltSafe USA, has requested the Board adopt a proclamation recognizing the week of April 3 - April 9, 2016, as Safety Seat Checkup Week. This item is being sponsored by Chairman Stump.

RECOMMENDED ACTION:

Approve proposed proclamation.

FISCAL IMPACT:

None.

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

[Staff Report](#)

[Letter and Proclamation](#)

[Flyers](#)

History

Time	Who	Approval
3/8/2016 5:00 AM	County Administrative Office	Yes
3/8/2016 7:42 AM	County Counsel	Yes
2/22/2016 3:34 PM	Finance	Yes



Larry Johnston~District One Fred Stump~ District Two Tim Alpers ~ District Three
Tim Fesko ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Bob Musil, Clerk of the Board

To: Honorable Board of Supervisors
From: Helen Nunn, Sr. Deputy Clerk of the Board
Date: March 15, 2016

Subject

Proclamation declaring April 3 – April 9, 2016, as Safety Seat Checkup Week.

Recommendation

Approve proposed proclamation.

Discussion

Stephanie M. Tombrello, LCSW, Executive Director, SafetyBeltSafe USA, has requested the Board adopt a proclamation recognizing the week of April 3 – April 9, 2016, as Safety Seat Checkup Week.

Fiscal Impact

None.

BOARD OF DIRECTORS

PRESIDENT: Bonnie Oseas
SECRETARY: Karen Proctor, CPNP, CPST
TREASURER: John Nisbet, CPSTI

Members-At-Large

Arkansas:

Betsey Mowery, CPSTI
Rachel Stabler, CPSTI
Holly Terry, CPSTI

California:

Zosia Chciuk, RNC, MSN, IBCLC
Marc Cohen, CPSTI
Anne Hamilton, CPST
Bonnie Lovette, RN, MS, PNP, CPST, Sp.Needs
Laura Simmons, PT, PCS, CPST, CLEC
Becky Thams, MA

Colorado:

Vera Fullaway, CPSTI

Illinois:

Darren K. Qunell, CPST

Louisiana:

Annette Knobloch, DNS, RN, MPH, CPST, CNE

Maryland:

Emilie Crown, RN, CPSTI

Oregon:

Tamara Franks, MA, CPSTI

Texas:

Sharon Evans, RN, BSN, CPN, CPSTI

Washington:

Wendy Thomas, CPSTI, Sp.Needs

ADVISORY BOARD

Donna Bryce

Howard M. Ehrenberg, Esq.

SulmeyerKupetz

D. O. "Spike" Helmick

Retired Commissioner, California Highway Patrol

David Horowitz

Fight Back! Productions

Charles A. Hurley

Retired Executive Director, MADD

Ray Johnson, Retired Member

Youth Offender Parole Board

Sean Kane

Safety Research & Strategies, Inc.

Ellen R. Knell, PhD

Harvey G. Knell

Deane Leavenworth

Vice President, Corporate Relations

Time Warner Cable

Sandra Tsing Loh, radio commentator

and author, "Mother on Fire"

Michael J. Puntoriero

Talulah Riley, Actor

Michael Sachs, MD

General Pediatrician

Teresa Samaniego

Public Affairs Director, KABC-TV

Arthur M. Southam, MD

Robert S. Vinetz, MD, FAAP

Queens Care Family Clinics

Gayle Wilson

Brett Wood, Chairman

Toyota Material Handling, U.S.A., Inc.

STAFF

Stephanie M. Tombrello, LCSW, CPSTI

Executive Director

Kate Quirk, PhD, CPSTI, Sp.Needs

Project Coordinator

John Stubbs, CPSTI, Sp.Needs

Program Consultant

Heidi Heflin, RN, MN, CNS, CPSTI, Sp.Needs

Program Consultant

SafetyBeltSafe U.S.A.

1124 West Carson Street, LA BioMed, Building B-1 West, Torrance, CA 90502
Mailing address: P. O. Box 553, Altadena, CA 91003 www.carseat.org
(310) 222-6860 (800) 745-SAFE Spanish: (800) 747-SANO FAX (310) 222-6862

January 11, 2016

To: Board of Supervisors

From: Stephanie M. Tombrello, LCSW, CPSTI
Executive Director, SafetyBeltSafe U.S.A.

Re: Safety Seat Checkup Week, April 3 – 9, 2016

Motor vehicle crashes remain the number 1 cause of death and permanent injury to children in California. You can help save children from suffering preventable injuries by helping to make Safety Seat Checkup Week, April 3 – 9, a special event in your county.

With the passage of the new child restraint law requiring children under 2 to ride rear facing (until 40" or 40 lbs or more, enforced from 1/1/17), parents need more help than ever to know how to keep children safe.

SafetyBeltSafe U.S.A. is available to you as a resource for posters, pamphlets, speakers, program ideas, and information about California buckle-up laws. We would appreciate it if the Board of Supervisors would:

- Issue a proclamation in recognition of Safety Seat Checkup Week (sample enclosed). Your support for this effort, shared with your county media, may encourage them to publicize this subject more widely. Send your proclamation to us in advance for display at Safety Seat Checkup Day on April 9.
- Encourage law enforcement agencies to increase the focus on violations of child safety seat and safety belt laws during Special Enforcement Week, March 27 – April 2, sponsored by the Peace Officers Association of Los Angeles County, to protect children's welfare.
- Distribute posters and pamphlets, available from SafetyBeltSafe U.S.A., through county agencies and employees. Put up our permanent "Buckle-Up" parking lot signs.

In Los Angeles County, for example, SafetyBeltSafe U.S.A. is holding a major event as the culmination of the Week:

Safety Seat Checkup Day on Saturday, April 9, from 10:00 a.m. to 2:00 p.m. at the Petersen Automotive Museum parking lot in Los Angeles

Families will receive a detailed inspection of the installation and use of their safety seats; told if the safety seats have been recalled; and shown how to use them correctly. Error rates are typically more than 90%.

Your support for this effort, reported to newspapers in your county, may encourage them to publicize this subject more widely. Please share your ideas for Safety Seat Checkup Week with us.

Enc: 130 Co.proclamation; 630CA; 172/s; 664/s

The national non-profit organization dedicated to child passenger safety since 1980

**PROCLAMATION of the
MONO COUNTY BOARD OF SUPERVISORS
DECLARING APRIL 3 – 9, 2016, AS SAFETY SEAT CHECKUP WEEK**

WHEREAS, the number one preventable cause of death and injury of children and young adults is the automobile collision; and,

WHEREAS, more than 90 child passengers under fifteen are killed and more than 10,000 injured in automobile collisions in California in each year; and,

WHEREAS, 71% of small children killed in crashes would be alive today if they had been properly restrained in child safety seats; and,

WHEREAS, 45% of injuries to child occupants ages four to eight could be prevented with the use of booster seats; and,

WHEREAS, more than 90% of child safety seats are used incorrectly; and,

WHEREAS, the State of California requires that all occupants be properly restrained in safety seats or safety belts with children in the back seat until at least age eight; and,

WHEREAS, the State of California requires all occupants of motor vehicles to be buckled up correctly on every ride; and,

WHEREAS, crash-tested safety seats are moderately priced and widely available for purchase at retail stores and at low cost from safety seat distribution programs throughout California; and,

WHEREAS, SafetyBeltSafe U.S.A. has been dedicated for more than 35 years to protecting children from injury or death while being transported in a motor vehicle:

NOW, THEREFORE, the Mono County Board of Supervisors proclaims the week of April 3 – 9, 2016, **SAFETY SEAT CHECKUP WEEK**. APPROVED AND ADOPTED this 15th day of March, 2016, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Fred Stump, Supervisor District #2

Tim Alpers, Supervisor District #3

Timothy E. Fesko, Supervisor District #4

Stacy Corless, Supervisor District #5

SafetyBeltSafe U.S.A.

Safety Seat Checkup Day

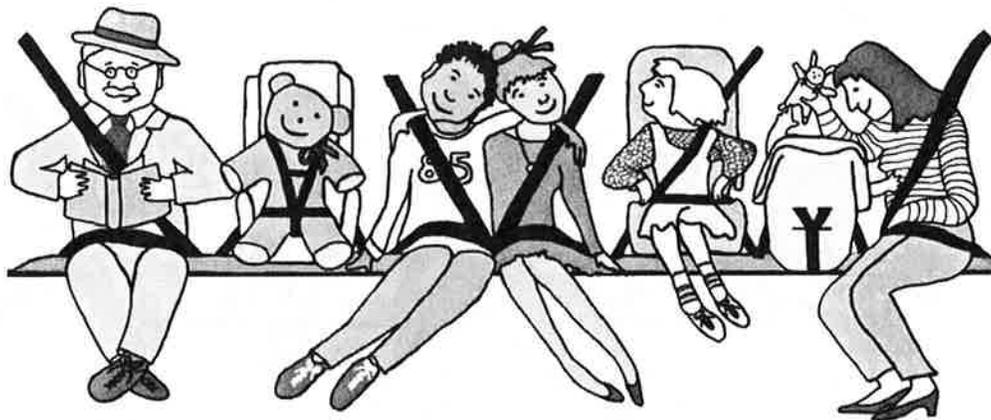
Saturday, April 9 • 10:00 a.m. to 2:00 p.m.*

*For a checkup appointment, call 310/222-6860. If you do not have an appointment, there may be a wait of more than one hour or you may be turned away.

11:30 a.m. Welcome Ceremony and Recognition of Notable Guests

Petersen Automotive Museum

6060 Wilshire Blvd., Los Angeles 90036 (Wilshire at Fairfax parking lot)



Buckling up is a family affair.

Safety Seat Checkup Week April 3 – 9, 2016

Sponsors: California Office of Traffic Safety, Pomona Police Dept., Toyota Motor Sales, U.S.A.

Major Supporter: Peace Officers Association of Los Angeles County

FREE SAFETY SEAT CHECKUP

More than 90% of the car seats we check have one or more errors.

Meet Bucklebear and his friends.

Help save children's lives with your tax-deductible support.

***SafetyBeltSafe* U.S.A.** Box 553 Altadena, CA 91003 310/222-6860 www.carseat.org

SafetyBeltSafe U.S.A. is the national, non-profit, member-supported organization for child passenger safety.

Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration

SafetyBeltSafe U.S.A.

Día de Inspección de Sillas de Seguridad

Sábado, 9 de Abril • 10:00 a.m. a 2:00 p.m.*

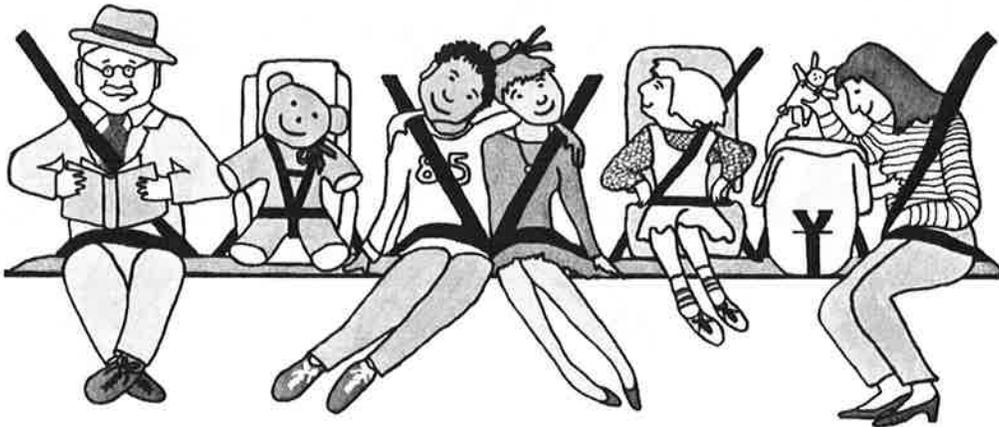
*Llame a 310/222-6862 un día anterior para una cita para la inspección. Si usted no tiene cita, el tiempo de espera puede ser más de una hora o puede que se le niegue este servicio.

11:30 a.m. Ceremonia de Bienvenida y Reconocimiento de Invitados de Honor

Petersen Automotive Museum

6060 Wilshire Blvd., Los Angeles 90036

(Estacionamiento en la esquina de Wilshire y Fairfax)



El abrocharse el cinturón es algo que concierne a toda la familia.

Semana de Inspección de Sillas de Seguridad

Del 3 – 9 de Abril, 2016

Patrocinadores: California Office of Traffic Safety, Pomona Police Department, Toyota Motor Sales, U.S.A.

Partidario Principal: Peace Officers Association of Los Angeles County

INSPECCIÓN GRATIS DE SILLAS DE SEGURIDAD

Más del 90% de las sillas de seguridad que inspeccionamos tienen uno o más errores.

Conozca al oso "Bucklebear" y a sus amiguitos.

Ayude a salvar la vida de niños por medio de su donación, la cual puede ser deducible de sus impuestos.

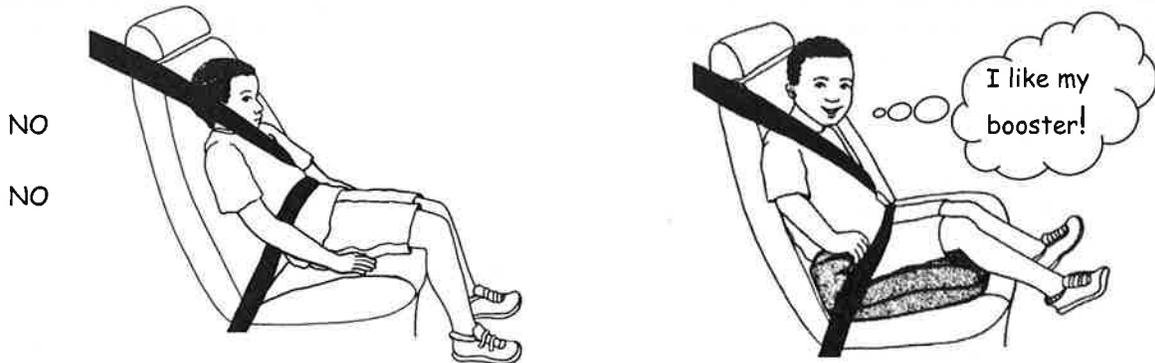
SafetyBeltSafe U.S.A. Box 553 Altadena, CA 91003 310/222-6862 www.carseat.org

SafetyBeltSafe U.S.A. es una organización nacional, no lucrativa, dedicada a la seguridad de los pasajeros menores, sostenida por sus miembros.

Los fondos para éste programa fueron proveídos por un donativo de California Office of Traffic Safety y National Highway Traffic Safety Administration.

CALIFORNIA CHILD PASSENGER SAFETY LAW

- Children under age 8 must be properly buckled into a car seat or booster in the back seat.
- Children age 8 or older may use the vehicle safety belt if it fits properly with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or child safety seat.
- Everyone in the car must be properly buckled up. For each child under 16 who is not properly secured, parents (if in the car) or drivers can be fined more than \$500 and get a point on their driving records.



Most kids need to ride in a booster seat until age 10 to 12. Using a booster instead of just a belt prevents 45% of crash injuries.

If your child isn't using a booster, try the simple test below the next time you ride together in the car. You may find that your child is not yet ready to use a safety belt without a booster.

The 5-Step Test

1. Does the child sit all the way back against the auto seat?
2. Do the child's knees bend comfortably at the edge of the auto seat?
3. Does the belt cross the shoulder between the neck and arm?
4. Is the lap belt as low as possible, touching the thighs?
5. Can the child stay seated like this for the whole trip?

If you answered "no" to any of these questions, your child needs a booster seat to make both the shoulder belt and the lap belt fit right for the best crash protection. Your child will be more comfortable, too.

For best protection, all children should ride in the back seat. It's twice as safe as the front!

For a list of programs with low-cost safety seats, call your local health department at _____
For assistance with inspecting or installing a safety seat, visit www.seatcheck.org or www.nhtsa.gov/cps/cpsfitting or call 866-SEAT-CHECK or your local CHP office.
For more information: SafetyBeltSafe U.S.A. www.carseat.org 800-745-SAFE (English) 800-747-SANO (Spanish)

Funding for this program was provided by a grant from the California Office of Traffic Safety through the National Highway Traffic Safety Administration.

California Buckle-Up Laws for Parents

Car crashes are the #1 preventable cause of death of children and young adults, as well as a major cause of permanent brain damage, epilepsy, and spinal cord injuries. A sudden stop at 30 miles per hour could cause the same crushing force on your child's brain and body as a fall from a three-story building. Fortunately, by buckling up children, we can prevent most of these deaths and serious injuries.

(V.C. 27360) All children under age 8 must be properly buckled into a safety seat or booster in the back seat.

Exceptions: A child who weighs more than 40 pounds and is riding in a car without lap and shoulder belts in the back seat may wear just a lap belt. A child under age 8 who is at least 4'9" may wear a safety belt if it fits properly. Children under age 8 may ride in the front if there is no forward-facing rear seat in the vehicle, the child restraint cannot be properly installed in rear seat, all rear seats are occupied by other children age 7 or under, or for medical reasons. A child in a rear-facing safety seat may not ride in front if there is an active passenger air bag.

(V.C. 27360.5) Children age 8 or more may use the vehicle safety belt if it fits properly with the lap belt low on the hips, touching the upper thighs, and the shoulder belt crossing the center of the chest. If children are not tall enough for proper belt fit, they must ride in a booster or safety seat.

Consequences for failing to properly buckle up any child under 16

- **The parent** gets the ticket if a child under 16 is not properly buckled up.
- **The driver** gets the ticket if the parent is not in the car.
- The cost of a ticket could be more than \$500* per child; the fine for a second offense could be more than \$1000* per child. One point is added to the driving record, which could raise insurance rates. Part of the fine money goes to a special fund to help pay for local safety seat education and distribution programs.

Related Information

- Older babies and toddlers should ride in a rear-facing convertible seat until they are at least two years old. Check manufacturer's instructions for the maximum weight (30-50 lbs.).
- Children should ride in a safety seat with a harness as long as possible (40-90 lbs., depending on the model).
- Children who have outgrown their safety seats need a booster for proper belt fit (usually until age 10-12). To find out if a child is tall enough to wear just a safety belt, try the 5-Step Test (see other side).
- Auto insurers are required to replace safety seats that were in use or damaged during a crash.

(V.C. 27315) Drivers and passengers 16 or older must be **properly buckled up** in vehicle safety belts.

The driver may be ticketed for not wearing a belt and for each unbuckled passenger. Fine is more than \$100* per person.

Passengers also may be ticketed for not being properly buckled up.

(V.C. 23116) Pickup truck passengers also must be **properly buckled up**.

The driver may be ticketed for letting passengers ride in the back of a pickup truck.

Passengers also may be ticketed for not being properly buckled up.

The cost of a ticket could be more than \$250* for each unbuckled adult. No exemption for camper shells.

Other Laws to Protect Children

- **Children left in vehicle (V.C. 15620):** A child 6 years old or less may not be left alone in a vehicle if the health or safety of the child is at risk, the engine is running, or the keys are in the ignition. The child must be supervised by someone at least age 12. The cost of a ticket could be more than \$500.*
- **Smoking in a vehicle [Health and Safety Code 118948(a)]** is prohibited if a child under 18 is present. The cost of a ticket could be more than \$500.*
- **Helmets (V.C. 21212, 21204, 27803):** Children under age 18 who are skating or riding on a bicycle, scooter, or skateboard must wear a properly fitted and fastened helmet. All drivers and passengers on a motorcycle must wear a helmet that meets federal standards, fits correctly, and has the proper label.

*Fine amounts shown include penalty assessments

SafetyBeltSafe U.S.A. P.O. Box 553, Altadena, CA 91003 www.carseat.org (800) 745-SAFE

This document was developed by SafetyBeltSafe U.S.A. and may be reproduced in its entirety.

Important: Call to check if there is a more recent version before reproducing this document.

Count Down to January 1, 2017

A Year of Education about Riding Rear Facing



Do you care about a child?

Then you need to know that the law on protecting young children in the car is changing.

From January 1, 2017, children under age 2 must ride **rear facing** in safety seats (except those 40 inches tall or more or weighing 40 lbs. or more).

Riding rear facing is 5 times safer than riding facing the front of the car. Safety experts recommend that children ride rear facing for as long as possible.

The new part of the California law will not be enforced until January 1, 2017. We need to teach everyone the law before enforcement begins.

Penalty after 1/1/17: fine with court fees is \$500 & a point on the license (enforced against the parent, or the driver if the parent is not present).

Each one, teach one—or more!

Spread the word: share it, post it, tag it, tweet it...

Don't wait until January 2017 to keep children rear facing until at least age 2 – start now to keep children safe!

For help and advice on the correct way to buckle up all children, visit www.carseat.org or call 800/745 SAFE or 800/746-SANO.

Congratulations to California Assembly member Cristina Garcia (Bell Gardens) whose successful introduction of the law will protect young children from the #1 cause of childhood death and injury.

SafetyBeltSafe U.S.A. P.O. Box 553, Altadena, CA 91003 www.carseat.org 310-222-6860

This document was developed by SafetyBeltSafe U.S.A. and may be reproduced in its entirety.

Important: Call to check if there is a more recent version before reproducing this document.

#664 (11-12-15)

Cuenta Regresiva para Enero 1 del 2017

Un Año de Educación acerca de Viajar Orientados Hacia Atrás



¿Le importa su hijo?

Entonces necesita saber que la ley sobre protección para niños pequeños está cambiando.

Empezando Enero 1, del 2017, los niños menores de 2 años deberán viajar **orientados hacia atrás** en asientos de seguridad (excepto aquellos cuya estatura es de 40 pulgadas o más o pesan 40 lbs. o más).

El viajar orientados hacia atrás es 5 veces más seguro que viajar orientados hacia el frente del vehículo. Los expertos en seguridad recomiendan que los niños viajen orientados hacia atrás tanto tiempo como sea posible.

La parte nueva de la ley de California no entrará en efecto hasta Enero 1 del 2017. Necesitamos enseñar esta ley a todas las personas antes de esa fecha.

La penalidad después de 1/1/17: la multa incluyendo cargos de la corte será de \$500 & un punto en su licencia de conducir (la multa será para el padre, o para el conductor si el padre no está presente).

¡Cada uno, enseñe a uno—o más!

Difunda la palabra: compártala, publíquela, pásela, envíela por twitter...

No espere hasta Enero del 2017 para mantener a sus niños orientados hacia atrás hasta que tengan por lo menos 2 años –¡ empiece ahora a mantenerlos seguros!

Para obtener ayuda o consejos sobre la manera correcta de abrochar a sus niños, visite www.carseat.org o llame al 800/745 SAFE o 800/746-SANO.

Felicitaciones al miembro de la Asamblea de California, Cristina Garcia (Bell Gardens) cuya exitosa introducción de la ley protegerá a los niños pequeños de la causa # 1 de muertes y lastimaduras en la infancia.

SafetyBeltSafe U.S.A. P.O. Box 553, Altadena, CA 91003 www.carseat.org (800) 745-SAFE

This document was developed by SafetyBeltSafe U.S.A. and may be reproduced in its entirety.

Important: Call to check if there is a more recent version before reproducing this document.

#664s (11-12-15)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2016

Departments: Public Works, Solid Waste Division

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Resolution Authorizing Continuing
Application to CalRecycle Payment
Programs

AGENDA DESCRIPTION:

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

Proposed resolution R16-____, authorizing the Director of Public Works to Submit and Execute on Behalf of Mono County an Application to the Department of Resources Recycling and Recovery for Payment Programs and Related Authorizations.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

\$20,000 per year revenue to the Solid Waste Enterprise Fund.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5453 / tdublino@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution 16-XX

History

Time	Who	Approval
3/3/2016 2:29 PM	County Administrative Office	Yes
3/8/2016 7:41 AM	County Counsel	Yes
2/26/2016 9:41 AM	Finance	Yes



**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: March 15, 2016
To: Honorable Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Authorization for County participation in CalRecycle Payment Programs.

Recommended Action:

Approve and authorize the Chair's signature on Resolution No. R16- , A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO SUBMIT AND EXECUTE ON BEHALF OF MONO COUNTY AN APPLICATION TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS.

Fiscal Impact:

\$20,000 revenue per year to the Solid Waste Enterprise Fund--\$10,000 per year from the Oil Opportunity Payment Program and \$10,000 per year from the City County Payment Program.

Discussion:

Through the Department of Resources and Recovery (CalRecycle) offers two "payment programs" that the County has participated in since their inception—the Oil Opportunity Payment Program that supports used oil collection in the county, and the City County Payment Program that supports recycling of beverage containers in the County. These programs provide funding for purchasing equipment, staff training, public awareness campaigns, and for the collection and recycling of used oil, used oil filters and beverage containers.

Recently, CalRecycle changed the way the payment programs are implemented and has required authorizing resolutions for participation. Due to this requirement, in June of 2015 the Board approved a resolution (R15-53) for participation in the Oil Opportunity Payment Program, and must now submit a resolution to cover participation in the City County Payment Program. CalRecycle now allows for a resolution to cover all payment programs, and for that resolution to be **effective until rescinded** (instead of the past five-year maximum).

A copy of the draft resolution is enclosed as Exhibit 1 to this staff report for Board consideration. If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,

Tony Dublino
Solid Waste Superintendent



RESOLUTION NO. R16-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO SUBMIT AND EXECUTE
ON BEHALF OF MONO COUNTY AN APPLICATION TO THE DEPARTMENT OF
RESOURCES RECYCLING AND RECOVERY FOR PAYMENT PROGRAMS AND
RELATED AUTHORIZATIONS**

WHEREAS, pursuant to Public Resources Code § 48690, the Department of Resources Recycling and Recovery (CalRecycle), has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority, Cal Recycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorization related to the administration of the payment program.

THEREFORE, BE IT RESOLVED that the Mono County Board of Supervisors, authorizes the submittal of an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the Director of Public Works, or his designee, is hereby authorized as Signature Authority to execute in the name of Mono County all documents, including but not limited to, applications, agreements, annual reports including expenditure reports and amendments necessary to secure said payments; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AND ADOPTED this 15th day of March, 2016, by the following vote of the Board of Supervisors, County of Mono:

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

Fred Stump, Chair
Mono County Board of Supervisors

ATTEST:

Clerk of the Board

Approved as to Form:

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2016

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Department of Health Care Services
Multi-Year Substance Use Disorder
Services Contract Amendment for
Fiscal Years 2014-2017

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract amendment with Department of Health Care Services for Substance Use Disorder services for Fiscal Year's 2014-2017.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None to County General Fund. Maximum amount of contract throughout these funding cycles is \$1,201,944.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: x1740 / 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
<input type="checkbox"/> Staff Report, DHCS SUD Contract Amendment
<input type="checkbox"/> A02 213A - FY 2014-17 - Mono
<input type="checkbox"/> A02 213A Page 2 - FY 2014-17 - Mono

A02 Exhibit A A1- FY2014-17 - Mono
A02 Exhibit A Attachment I A2 - FY2014-17 - FINAL Mono
A02 Exhibit B A2 - FY2014-15 Mono
A02 Exhibit E A1 - FY2014-17 - Mono
Exhibit G Attachment I A1- 2014-17
A02 CCC-307 - FY2014-17 - Mono

History

Time	Who	Approval
2/29/2016 4:44 PM	County Administrative Office	Yes
3/9/2016 10:31 AM	County Counsel	Yes
3/9/2016 7:35 PM	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: February 22, 2016

SUBJECT:

Approve Amendment to Performance Contract with Department of Health Care Services (DHCS) for Multi-Year Contract for Substance Use Disorder services for the Fiscal Years 2014-15 through 2016-17.

Designate director of Mono County Behavioral Health authority to sign contract.

DISCUSSION:

This is an amendment to the original FY 14/15, 16/17 Substance Use Disorder Contract with the Department of Health Care Services. This amendment modifies the terms and conditions as outlined in the original contract.

This amendment has some changes—text additions are displayed in bold and underline, deletions in strike through text.

This amendment is effective July 1, 2016.

FISCAL IMPACT:

There is no fiscal impact to the Mono County General Fund.
The maximum amount throughout this funding cycle is \$1,201,944.

SUBMITTED BY:

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

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213A_DHCS (Rev. 03/15)

Check here if additional pages are added: 139 Page(s)

Agreement Number 14-90073	Amendment Number A02
Registration Number:	

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

State Agency's Name Department of Health Care Services	(Also known as DHCS, CDHS, DHS or the State)
Contractor's Name County of Mono	(Also referred to as Contractor)
2. The term of this Agreement is: **July 1, 2014**
 through **June 30, 2017**
3. The maximum amount of this **\$ 1,201,944**
 Agreement after this amendment is: **One Million, Two Hundred One Thousand, Nine Hundred Forty Four Dollars**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - I. **Amendment effective date:** July 1, 2016
 - II. **Purpose of amendment:** This amendment modifies the terms and conditions as outlined in the original contract.
 - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> County of Mono		
By <i>(Authorized Signature)</i> 	Date Signed <i>(Do not type)</i>	
Printed Name and Title of Person Signing Robin K. Roberts, MFT Director		
Address P.O. Box 2619 Mammoth Lakes, CA 93546		
STATE OF CALIFORNIA		
Agency Name Department of Health Care Services		<input checked="" type="checkbox"/> Exempt per: DGS memo dated 07/10/96 and Welfare and Institutions Code 14087.4
By <i>(Authorized Signature)</i> 	Date Signed <i>(Do not type)</i>	
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		

- IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit A A1– Scope of Work (2 pages)

All references to Exhibit A in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A A1. Exhibit A is hereby replaced in its entirety by the attached revised exhibit.

- V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit A Attachment I A2 – Program Specifications (42 pages)

All references to Exhibit A Attachment I A1, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A Attachment I A2. Exhibit A Attachment I A1 is hereby replaced in its entirety by the attached revised exhibit.

- VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit B A2 – Budget Detail and Payment Provisions (20 pages)

All references to Exhibit B A1, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B A2. Exhibit B A1 is hereby replaced in its entirety by the attached revised exhibit.

- VII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit E A1 – Additional Provisions (4 pages)

All references to Exhibit E, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit E A1. Exhibit E is hereby replaced in its entirety by the attached revised exhibit.

- VIII. Paragraph 4 (incorporated exhibits) on the face of the STD 213 is amended to add the following revised exhibit:

Exhibit G, Attachment I A1– Social Security Administration Agreement (70 pages)

All references to Exhibit G Attachment I, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit G, Attachment A1. Exhibit G, Attachment is hereby replaced in its entirety by the attached revised exhibit.

- IX. All other terms and conditions shall remain the same.

Exhibit A A1
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

State and the Contractor enter into this contract by authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services. State and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

State and the Contractor enter into this contract for the purpose of identifying and providing for covered Drug Medi-Cal (DMC) services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections ~~14124.20~~, 14021.51 – 14021.53, and 14124.20 – 14124.25 of the Welfare and Institutions Code (hereinafter referred to as W&IC), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

State and the Contractor enter into this contract by authority of Title 45 of the Code of Federal Regulations Part 96 (45 CFR Part 96), Substance Abuse Prevention and Treatment Block Grants (SAPT Block Grant) for the purpose of planning, carrying out, and evaluating activities to prevent and treat substance abuse. SAPT Block Grant recipients must adhere to SAMHSA's National Outcome Measures (NOMs).

The objective is to make substance use treatment services available to Medi-Cal and other non-DMC beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act and the SAPT Block Grant for reimbursable covered services rendered by certified DMC providers.

2. Service Location

The services shall be performed at applicable facilities in the County of Mono.

3. Service Hours

The services shall be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

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

Department of Health Care Services	Contractor's/Grantee's Name
Contract/Grant Manager: Mike Reeves Telephone: (916) 327-2696 Fax: (916) 322-1176 Email: Michael.reeves@dhcs.ca.gov	County Administrator Telephone: (760) 924-1740 Fax: (760) 924-1741

B. Direct all inquiries to:

Department of Health Care Services	Contractor's/Grantee's Name
Department of Health Care Services SUD PTRSD - FMAB Attention: Scott Oros Mail Station Code 2624 P.O. Box 997413 Sacramento, CA, 95899-7777 Telephone: (916) 327-2698 Fax: (916) 322-1176 Email: Scott.Oros@dhcs.ca.gov	Mono County Behavioral Health Attention: County AOD Program Administrator P.O. Box 2619 Mammoth Lakes, CA 93546 Telephone: (760) 924-1740 Fax: (760) 924-1741

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. See Exhibit A, Attachment I, for a detailed description of the services to be performed.

**Exhibit A, Attachment I A2
Program Specifications**

Part I - General

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Nullification of Drug Medi-Cal (DMC) Treatment Program substance use disorder services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract.

In the event the Drug Medi-Cal Treatment Program Services component of this Contract becomes null and void, an updated Exhibit B, Attachment I A2 I will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Contract. All other requirements and conditions of this Contract will remain in effect until amended or terminated.

C. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol - related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

E. Noncompliance with Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in Exhibit A, Attachment I A4, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

G. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program ~~of distributing~~ **that includes the distribution of** sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, ~~then~~ Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, the State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1. Trading Partner Requirements

- (a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))
- (b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))
- (c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications. (45 CFR Part 162.915 (c))

- (d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to cure transactions, errors or deficiencies identified by the State, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x-23(b) (96.126(e)) of PHS Act).

M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
2. Reduce barriers to patients' accepting TB treatment; and,
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 ~~as amended~~ (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

P. Participation of County Alcohol and Drug Program Administrators Association of California and County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11801(g), the eCounty AOD pProgram aAAdministrator shall participate and represent the eCounty in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with the State with respect to policies, standards, and administration for alcohol and other drug abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11811.5(c), the eCounty AOD pProgram aAAdministrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Contractor will follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until such time a new Youth Treatment Guideline are established and adopted. No formal amendment of this contract is required for new guidelines to apply **be incorporated into this contract.**

R. Perinatal Services Network Guidelines 2015

Pursuant to 45 CFR 96.124 ((c)(1-3)) the Contractor shall expend the specified percentage of SAPT Block Grant funds, as calculated by said regulations, on perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The Contractor shall expend these funds either by establishing new programs or expanding the capacity of existing programs. The Contractor shall calculate the appropriate amount by using Generally Accepted Accounting Principles and the composition of the base shall be applied consistently from year to year. (See the County Share of SAPT Block Grant Women Services Expenditure Requirement Exhibit G)

Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines 2015, promulgated pursuant to 45 under CFR

96.137. The “Perinatal Services Network Guidelines 2015” are attached to this contract as Document 1G, incorporated by reference. The contractor shall comply with the "Perinatal Services Network Guidelines 2015" until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this contract shall not require a formal amendment.

All SAPT BG-funded programs providing treatment services designed for pregnant women and women with dependent children will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.

The Contractor must directly provide, or provide a referral for, the following services:

- 1. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;**
- 2. Primary pediatric care, including immunization, for their children;**
- 3. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;**
- 4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and**
- 5. Sufficient case management and transportation to ensure that women and their children have access to services.**

R.S. Restrictions on Grantee Lobbying – Appropriations Act Section 503

No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting during for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

S.T. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

~~T~~U. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of ~~handicap~~ **individuals with disabilities**.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

~~U~~V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

4. No state or federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

~~W.~~ W. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments ~~after~~ that affect the provisions, terms, or funding of this Contract in any manner.

~~W.X.~~ W.X. Subcontract Provisions

Contractor shall include all of the foregoing provisions in all of its subcontracts.

**Exhibit A, Attachment I A2
Program Specifications**

Part II – Definitions

Section 1 - General Definitions.

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 et seq., and Title 9, CCR, Section 9000 et seq.

- A. **"Available Capacity"** means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.
- B. **"Contractor"** means the county identified in the Standard Agreement or the department authorized by the County Board of Supervisors to administer substance use disorder programs.
- C. **"Corrective Action Plan" (CAP)** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.
- D. **"County"** means the county in which the Contractor physically provides covered substance use treatment services.
- E. **"County Realignment Funds"** means Behavioral Health Subaccount funds received by the County as per California Code Section 30025.
- F. **"Days"** means calendar days, unless otherwise specified.
- G. **"Dedicated Capacity"** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide non-Drug Medi-Cal substance use disorder services to persons eligible for Contractor's services.
- H. **"Final Allocation"** means the amount of funds identified in the last allocation letter issued by the State for the current fiscal year.
- I. **"Final Settlement"** means permanent settlement of the Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by the State. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.
- J. **"Interim Settlement"** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.

- K.** "**Maximum Payable**" means the encumbered amount reflected on the Standard Agreement of this Contract and supported by Exhibit B, Attachment I A2.
- L.** "**Modality**" means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the HSC.
- M.** "**Non-Drug Medi-Cal Amount**" means the contracted amount of SAPT Block Grant funds for services agreed to by the State and the Contractor.
- N.** "**Performance**" means providing the dedicated capacity in accordance with Exhibit B, Attachment I A2, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of ~~alcohol and drug~~ **substance use** services hereunder.
- O.** "**Preliminary Settlement**" means the settlement of only SAPT funding for counties that do include DMC funding.
- P.** "**Revenue**" means Contractor's income from sources other than the State allocation.
- Q.** "**Service Area**" means the geographical area under Contractor's jurisdiction.
- R.** "**Service Element**" is the specific type of service performed within the more general service modalities. A list of the service modalities and service elements and service elements codes is incorporated into this Contract as Document 1H(a) "Service Code Descriptions".
- S.** "**State**" means the Department of Health Care Services or DHCS.
- T.** "**Utilization**" means the total actual units of service used by clients and participants.

Section 2 – Definitions Specific to Drug Medi-Cal

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, Title 96, and/or Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference.

- A. **"Administrative Costs"** means the Contractor's actual direct costs, as recorded in the Contractor's financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include Contractor's overhead per the approved indirect cost rate proposal pursuant to OMB Circular A-87 and the State Controller's Office Handbook of Cost Plan Procedures.
- B. **"Authorization"** is the approval process for DMC Services prior to the submission of a DMC claim.
- C. **"Beneficiary"** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders III Revised (DSM)," and/or DSM IV criteria; and (d) meets the admission criteria to receive DMC covered services.
- D. **"Certified Provider"** means a substance use disorder clinic and/or satellite clinic location that has received certification to be reimbursed as a DMC clinic by the State to provide services as described in Title 22, California Code of Regulations, Section 51341.1.
- E. **"Covered Services"** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act; Title 22 Section 51341.1; W&I **Code**, Section 14124.24; and California's Medicaid State Plan.
- F. **"Direct Provider Contract"** means a contract established between the State and a Drug Medi-Cal certified provider entered into pursuant to this Agreement for the provision of Drug Medi-Cal services.
- G. **"Drug Medi-Cal Program"** means the state system wherein beneficiaries receive covered services from DMC-certified substance use disorder treatment providers.
- H. **"Drug Medi-Cal Termination of Certification"** means the provider is no longer certified to participate in the Drug Medi-Cal program upon the State's issuance of a Drug Medi-Cal certification termination notice.
- I. **"Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)"** means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder; that is discovered during a health screening.

- J.** “**Provider Certification**” means the provider must be certified in order to participate in the Medi-Cal program.
- K.** “**Federal Financial Participation (FFP)**” means the share of federal Medicaid funds for reimbursement of DMC services.
- L.** “**Medical Necessity**” means those substance use treatment services that are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury; or, in the case of EPSDT; services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.
- M.** “**Minor Consent DMC Services**” are those covered services that, pursuant to Family Code Section 6929, may be provided to persons 12-20 years old without parental consent.
- N.** “**Narcotic Treatment Program**” means an outpatient clinic licensed by the State to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis.
- O.** “**Payment Suspension**” means the Drug Medi-Cal certified provider has been issued a notice pursuant to W&I **Code, Section** 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.
- P.** “**Perinatal DMC Services**” means covered services as well as mother/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the mother and fetus or infant; and coordination of ancillary services (Title 22, Section 51341.1(c) 4).
- Q.** “**Postpartum**”, as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60th day occurs.
- R.** “**Post Service Post Payment (PSPP) Utilization Review**” means the review for program compliance and medical necessity conducted by the State after service was rendered and paid. State may recover prior payments of Federal and State funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (CCR, Title 22, Section 51341.1 **(k)**).
- S.** “**Projected Units of Service**” means the number of reimbursable DMC units of service, based on historical data and current capacity; the Contractor expects to provide on an annual basis.

- T. "Provider of DMC Services"** means any person or entity that provides direct substance use treatment services and has been certified by the State as meeting the standards for participation in the DMC program set forth in the "DMC Certification Standards for Substance Abuse Clinics", Document 2E and "Standards for Drug Treatment Programs (October 21, 1981)", Document 2F.
- U. "Re-certification"** means the process by which the DMC certified clinic and/or satellite program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed in through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.
- V. "Statewide Maximum Allowances (SMA)"** means the maximum amount authorized to be paid by DMC for each covered unit of service for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. While the rates are approved by the State, they are subject to change through the regulation process. The SMA for FY ~~2015-16~~2016-17 is listed in the "Unit of Service" table in Exhibit B A4, Part V.
- W. "Subcontract"** means an agreement between the Contractor and its Subcontractors. A Subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct patient/client services.
- X. "Subcontractor"** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor's obligations under the terms of this Exhibit A, Attachment I-A4.
- Y. "Temporary Suspension"** means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Code, Section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

**Exhibit A, Attachment I A2
Program Specifications**

Part III – Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in this Exhibit A, Attachment I A4 or as identified in Document 1F (a), Reporting Requirement Matrix for Counties.

A. Quarterly Federal Financial Management Report (QFFMR)

The QFFMR must be submitted to reflect quarterly SAPT_BG expenditures.

For the beginning of each federal award year, the due dates are:

March 1 for the period October through December
June 1 for the period January through March
September 1 for the period April through June
December 1 for the period July through September

B. Year-End Cost Settlement Reports

Pursuant to W&I **Code**, Section 14124.24 **(g(1))** Contractor shall submit to the State, on November 1 of each year, the following year-end cost settlement documents by paper or electronic **format**, as prescribed by the State, submission for the previous fiscal year:

1. Document 2P, County Certification Year-End Claim for Reimbursement
2. Document 2P(a) and 2P(b), Drug Medi-Cal Cost Report Forms for Intensive Outpatient Treatment for Non-Perinatal or Perinatal (if applicable)
3. Document 2P(c) and 2P(d), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Individual Counseling for Non-Perinatal or Perinatal (if applicable)
4. Document 2P(e) and 2P(f), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Group Counseling for Non-Perinatal or Perinatal (if applicable)
5. Document 2P(g), Drug Medi-Cal Cost Report Forms for Residential for Perinatal (if applicable)
6. Document 2P(h) and 2P(i), Drug Medi-Cal Expenditure Forms for Narcotic Treatment Programs, for Non-Perinatal or Perinatal (if applicable)

C. Drug Medi-Cal Claims and Reports

Contractors or providers that bill the State or the County for services identified in Section 51516.1 of Title 22 shall submit claims in accordance with the Department of Health Care Services DMC Provider Billing Manual.

Contractors and Subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each client for each month of service prior to billing for DMC services to that client for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the Department of Health Care Services DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.

Claims for DMC reimbursement shall include only those services covered under Title 22, Section 51341.1(c-d) and administrative charges that are allowed under W&I Code, Sections 14132.44 and 14132.47.

1. Contractor shall ~~certify the public expenditure~~ **submit the "Certified Expenditure" form** reflecting **either: 1) the approved amount of the 837P claim file, after the claims have been adjudicated; or 2) the claimed amount identified on the 837P claim file, which could account for both approved and denied claims.** Contractor shall ~~submit the "Certified Public Expenditure" form after the claims have been adjudicated~~ Contractor shall submit to the State the Drug Medi-Cal Certification Form DHCS Form DHCS 100224A (Document 4D) for each ~~835~~ **837P** transaction approved for reimbursement of the federal Medicaid funds.
2. DMC service claims shall be submitted electronically in a Health Insurance Portability and Accountability Act (HIPAA) compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).
3. The following forms shall be prepared as needed and retained by the provider for review by State staff:
 - (a) Multiple Billing Override Certification (MC 6700), Document 2K
 - (b) Good Cause Certification (6065A), Document 2L(a)
 - (c) Good Cause Certification (6065B), Document 2L(b)

In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within 30 days of the end of the month of service shall be denied. The existence of good cause shall be determined by the State in accordance with Title 22, CCR, Sections 51008 and 51008.5.

4. Certified Public Expenditure County Administration

Separate from direct service claims as identified in #2 above, county may submit an invoice for administrative costs for administering the DMC program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.

5. If while completing the Utilization Review and Quality Assurance requirements of this Exhibit A, Attachment I A4, Part V, Section 4 any of the Contractor's skilled professional medical and personnel ~~and~~ directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outlines the duties they will perform to assist the Department, or the Department's skilled professional medical personnel, in activities that are directly related to the administration of the Drug Medi-Cal Program. The Department shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d) (2) approving the request, or a written explanation as to why the Department does not agree that the Contractor's skilled professional medical personnel and directly supporting staff do not meet the criteria set forth in 42 C.F.R. 432.50(d) (1).

D. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

The CalOMS-Tx business rules and requirements are:

1. Contractor **shall** contract with a software vendor that complies with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data. A Business Associate Agreement (BAA) ~~shall~~ **must** be established between the Contractor and the software vendor. The BAA ~~shall~~ **must** state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.
2. Contractor shall conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.
3. Electronic submission of CalOMS-Tx data **shall be submitted by Contractor within** ~~is due~~ 45 days from the end of the last day of the report month.
4. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection **and reporting requirements.**

5. Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.
 6. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.
 7. Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.
 8. Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.
 9. Contractor shall meet the requirements as identified in Exhibit G, Privacy and Information Security Provisions and Exhibit G, Attachment I – SSA Agreement 2014.
- E. California Outcomes Measurement Service for Prevention (CalOMS-Pv)

The CalOMS-Pv Business Rules and Requirements are:

1. Contractors and/or Subcontractors receiving Substance Abuse Prevention and Treatment (SAPT) Primary Prevention Set-Aside funding ~~shall~~ **must** input planning, service/activity and evaluation data into CalOMS Pv. When submitting data, Contractor ~~must~~ **shall** comply with the CalOMS Pv Data Quality Standards (Document #1T).
2. Contractor ~~must~~ **shall** report services/activities by the date of occurrence on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10th day of the following month.
3. Contractor ~~must~~ **shall** review all data input into CalOMS Pv on a quarterly basis. Contractor shall verify that the data meets the CalOMS Pv Data Quality Standards by reviewing and releasing the data. Certification is due by the last day of the month following the end of the quarter.
4. Contractor ~~must~~ **shall** report progress to DHCS via CalOMS Pv for the goals and objectives in the County Strategic Prevention Plan (as described in Exhibit A, Attachment 1 A1, Part IV, Section 1B. 2) on an annual basis by September 30th of each fiscal year.
5. If Contractor cannot meet the established due dates, a written request for an extension ~~must~~ **shall** be submitted to DHCS 10_ days prior to the due date
6. In order to ensure that all persons responsible for CalOMS Pv data entry have sufficient knowledge of the CalOMS Pv Data Quality Standards, all new CalOMS Pv users, whether employed by the Contractor or its Subcontractors, shall participate in CalOMS Pv trainings prior to inputting data into the system.

F. CalOMS-Tx and CalOMS-Pv General Information

1. If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx and/or CalOMS-Pv data, and or meet other CalOMS-Tx and/or CalOMS-Pv data compliance requirements, Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld.
2. If the State experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.
3. Contractor shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding non-DMC funds.
4. If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

G. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers, with whom Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by the State.

In those instances where the Contractor maintains, either directly or indirectly, a central intake unit or equivalent which provides intake services including a waiting list, the Contractor shall identify and begin submitting monthly DATAR reports for the central intake unit by a date to be specified by the State.

2. The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to the State by the 10th of the month following the report activity month.
3. The Contractor shall ensure that all applicable providers are enrolled in the State's web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.
4. If the Contractor or its Subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines. The written

notice shall include a corrective action plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld (See Exhibit B A4, Part II, Section 2).

5. If the State experiences system or service failure, no penalties will be assessed to Contractor for late data submission.
6. The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

H. Charitable Choice

Contractor shall ~~submit annually~~ **document** the total number of referrals necessitated by religious objection to other alternative substance abuse providers. **The contractor shall annually submit** ~~This information must be submitted to DHCS by October 1st. The~~ **annual submission shall contain all substantive information required by DHCS and be formatted in a manner** ~~in a format prescribed by DHCS, and at a time required by DHCS (reference ADP Bulletin 04-5).~~

I. Subcontractor Documentation

Contractor shall require its Subcontractors that are not licensed or certified by the State to submit organizational documents to the State within thirty (30) days of ~~its~~ **the** execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in Subcontractor name or ownership. Organizational documents shall include the Subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by the State.

J. Failure to meet required reporting requirements shall result in:

1. The DHCS will issue a Notice of Deficiency (Deficiencies) to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. The State will approve or reject the CAP or request revisions to the CAP which shall be resubmitted to the State within thirty (30) days.
2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then the State may withhold funds until all data is submitted. The State shall inform the Contractor when funds will be withheld.

**Exhibit A, Attachment I A2
Program Specifications**

PART IV – Non-Drug Medi-Cal Substance Use Disorder Prevention and Treatment Services

Section 1. General Provisions

A. Restrictions on Salaries

Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its Subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at <http://www.opm.gov/oca>. SAPT Block Grant funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SAPT Block Grant funds (Reference: Terms and Conditions of the SAPT Block Grant award.)

B. Primary Prevention

1. The SAPT Block Grant regulation defines "Primary Prevention Programs" as those programs directed at "individuals who have not been determined to require treatment for substance abuse" (45 CFR 96.121). Primary Prevention includes strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic AOD availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families and communities. The Contractor shall expend not less than its allocated amount of the SAPT Block Grant on primary prevention as described in the SAPT Block Grant requirements (45 CFR 96.125). ~~Inappropriate use of these funds for non-primary prevention services will require repayment of SAPT Block Grant funds.~~
2. Contractor is required to have a current and DHCS approved County Strategic Prevention Plan (SPP). The SPP must demonstrate that the County utilized the Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework (SPF) in developing the plan as described at <http://captus.samhsa.gov/access-resources/about-strategic-prevention-framework-spf>. DHCS will only approve SPP's that demonstrate that the Contractor utilized the SPF. Contractor must:
 - a) Follow the DHCS guidelines provided in the Strategic Prevention Framework Plan Resource Document located in the CalOMS Pv Library.
 - b) Begin preparing a new SPP at least 9-months prior to the expiration date of the current SPP.

- c) Submit a timeline to DHCS for completion of the SPP that includes proposed dates for submitting each section of the SPP. The sections are outlined in the Strategic Prevention Framework Plan Resource Document.
 - d) Submit a draft to DHCS, based on the timeline, for each section of the SPP for review and approval.
 - e) Submit to DHCS the final draft of the SPP no later than 30-days prior to the start date of the new SPP.
 - f) Upload an electronic copy of the approved SPP into CalOMS Pv within 10-days of approval.
 - g) Input the Problem Statements, Goals and Objectives from the SPP into CalOMS Pv no later than 10-days after the start date of the SPP.
3. Contractor shall submit a Prevention Mid-Year Budget to DHCS by January 31 of each fiscal year. The budget shall indicate how the SAPT Block Grant Primary Prevention Set-Aside will be expended for the fiscal year.

4. Friday Night Live

Contractors and Subcontractors receiving SAPT Friday Night Live (FNL) funding must:

- (a) Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at <http://fridaynightlive.org/about-us/cfnlp-overview/>;
- (b) Use CalOMS Pv for all FNL reporting including Chapter Profiles, FNL County Profiles and chapter activity;
- (c) Follow the FNL Data Entry Instructions for CalOMS **CalOMS** Pv as provided by DHCS in the CalOMS Pv Library;
- (d) ~~Demonstrate an effort to be a~~ **Meet the** Member in Good Standing (MIGS) **requirements**, as provided **determined** by DHCS in conjunction with the California Friday Night Live Partnership. **If the Contractor does not meet the MIGS requirements, then the Contractor shall submit counties fail to a technical assistance plan detailing how the Contractor intends to ensure satisfaction of the MIGS requirements to DHCS for approval.**

C. Perinatal Services Network Guidelines 2014-**2015**

Pursuant to 45 CFR 96.124 ((c)(1-3)) the Contractor shall expend the specified percentage of SAPT Block Grant funds, as calculated by said regulations, on perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY) . The Contractor shall expend these funds either by establishing new programs or expanding the capacity of existing programs. The Contractor shall calculate the appropriate expenditure amount by using Generally Accepted Accounting Principles and the composition of the base shall be applied consistently from year to year. (See the County Share of SAPT Block Grant Women Services Expenditure Requirement Exhibit G)

Contractor shall comply with the requirements for perinatal programs **requirements as outlined in the Perinatal Services Network Guidelines, promulgated to 45 CFR 96.137.**

The "Perinatal Services Network Guidelines 2015" funded under ~~under~~ Exhibit A, Attachment I A1, contained in are attached to this contract as Document 1G, incorporated by this reference. The Contractor shall comply with the "Perinatal Services Network Guidelines 2014 2015" until such time new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Service Network Guidelines into this contract shall not require a ~~No formal amendment of this contract is required for new guidelines to apply.~~

All SAPT BG-funded programs providing treatment services designed for pregnant women and women with dependent children will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.

The Contractor must directly provide, or provide a referral for the following services:

1. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
2. Primary pediatric care, including immunization, for their children;
3. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;
4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and
5. Sufficient case management and transportation to ensure that women and their children have access to services.

- D. Funds identified in this contract shall be used exclusively for county alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described I subchapter XVII of Chapter 6A of Title 42 of the United State Code. (~~Health and Safety Code section 18100 et. seq.~~)

Section 2 – Formation and Purpose

A. Authority

State and the Contractor enter into this Exhibit A, Attachment I A1, Part IV, by authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services, which will be reimbursed pursuant to Exhibit A, Attachment I A1. State and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

B. Control Requirements

1. Performance under the terms of this Exhibit A, Attachment I A4, Part IV, is subject to all applicable federal and state laws, regulations, and standards. In accepting the State drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its Subcontractors to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by the State against the Contractor and its Subcontractors for any failure to comply with these requirements:

- (a) HSC, Division 10.5, commencing with Section 11760;
- (b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- (c) Government Code Section 16367.8;
- (d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- (e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- (f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- (g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- (h) Title 42, CFR, Sections 8.1 through 8.634;
- (i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- (j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

Contractor shall be familiar with the above laws, regulations, and guidelines and shall assure that its Subcontractors are also familiar with such requirements.

- 2. The provisions of this Exhibit A, Attachment I A4, Part IV, are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.
- 3. Contractor shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds.

Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4. Documents 1C and 1D(b), incorporated by this reference, contains additional requirements that shall be adhered to by those Contractors that receive these types of funds specified by each document. These exhibits and documents are is:
 - (a) Document 1C, Driving-Under-the-Influence Program Requirements;
 - (b) Document 1D(b), SAPT Female Offender Treatment Project (FOTP).
5. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, Statutes of 2011 and Chapter 13, Statutes of 2011, First Extraordinary Session), contractors that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at <http://www.samhsa.gov/grants/grant-announcements/ti-14-005>

Section 3 - Performance Provisions

A. Monitoring

1. Contractor's performance under this Exhibit A, Attachment I A2, Part IV, shall be monitored by the State during the term of this Contract. Monitoring criteria shall include, but not be limited to:
 - (a) Whether the quantity of work or services being performed conforms to Exhibit B A2;
 - (b) Whether the Contractor has established and is monitoring appropriate quality standards;
 - (c) Whether the Contractor is abiding by all the terms and requirements of this Contract;
 - (d) Whether the Contractor is abiding by the terms of the Perinatal Services Network Guidelines (Document 1G); and
 - (e) Contractor shall conduct annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by secure, encrypted e-mail to:

SUDCountyReports@dhcs.ca.gov or

Substance Use Disorder - Prevention, Treatment and Recovery Services
Division, Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2627
Sacramento, CA 95899-7413;

2. Failure to comply with the above provisions shall constitute grounds for the State to suspend or recover payments, subject to the Contractor's right of appeal, or may result in termination of the Contract or both.

B. Performance Requirements

1. Contractor shall provide services based on funding set forth in Exhibit B, Attachment I A2, and under the terms of this Contract.
2. Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:
 - (a) Lack of educational materials or other resources for the provision of services;
 - (b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;
 - (c) Institutional, cultural, and/or ethnicity barriers;
 - (d) Language differences;
 - (e) Lack of service advocates;
 - (f) Failure to survey or otherwise identify the barriers to service accessibility; and,
 - (g) Needs of persons with a disability.
3. Contractor shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the "List of Exhibit A, Attachment I A4 Documents incorporate by Reference for Fiscal Year ~~2015-16~~ 2016-17" which is attached to Exhibit A, Attachment I A4.
4. Amounts awarded pursuant to Exhibit A, Attachment I A4 shall be used exclusively for providing alcohol and/or drug program services consistent with the purpose of the funding.
5. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or auditing reviews of county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The

Contractor, or in coordination with its subcontracted provider, shall submit a CAP to DHCS within the designated timeframe specified by DHCS.

Substance Use Disorder - Prevention, Treatment and Recovery Services Division,
Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2621
Sacramento, CA 95899-7413;

Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

6. The CAP shall include a statement of the problem and the goal of the actions the Contractor and/or-its subcontracted provider will take to correct the deficiency or non-compliance. The CAP shall:
 - (a) Address the specific actions to correct deficiency or non-compliance
 - (b) Identify who/which unit(s) will act; who/which unit(s) are accountable for acting; and
 - (c) Provide a timeline to complete the actions.

**Exhibit A, Attachment I A2
Program Specifications**

Part V: Drug Medi-Cal Treatment Program Substance Use Disorder Services

Section 1: Formation and Purpose

- A. This Exhibit A, Attachment I A1, Part V of the Contract is entered into by and between the State and the Contractor for the purpose of identifying and providing for covered DMC services for substance use disorder treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections ~~14124.20~~, 14021.51 – 14021.53, and 14124.20 – 14124.25 of the W&I **Code**, and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.
- B. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I **Code**, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).
- C. It is understood and agreed that nothing contained in this contract shall be construed to impair the single state agency authority of DHCS.
- D. The objective of this contract is to make substance use disorder treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.
- E. Awards under the Medical Assistance Program (CFDA 93.778) are no longer excluded from coverage under the HHS implementation of the A-102 Common Rule, 45 CFR part 92 (*Federal Register*, September 8, 2003, 68 FR 52843-52844). This change is effective for any grant award under this program made after issuance of the initial awards for the second quarter of Federal Fiscal Year 2004. This program also is subject to the requirements of 45 CFR part 95 and the cost principles under Office of Management and Budget Circular A-87 (as provided in *Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government*, HHS Publication ASMB C-10, available on the Internet at http://www.dol.gov/oasam/boc/ASMB_C-10.pdf

Section 2: Covered Services

- A. Covered Services
 - 1. Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area.
Covered services include:

- (a) Outpatient drug-free treatment;
- (b) Narcotic replacement therapy;
- (c) Naltrexone treatment;
- (d) Intensive Outpatient Treatment and,
- (e) Perinatal Residential Substance Abuse Services (excluding room and board).

2. Narcotic treatment program services per W&I **Code, Section** 14124.22:

In addition to narcotic treatment program services, a narcotic treatment program provider who is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions within the scope of the provider's practice, to Medi-Cal beneficiaries who are not enrolled in managed care plans. Medi-Cal beneficiaries enrolled in managed care plans shall be referred to those plans for receipt of medically necessary medical treatment of concurrent health conditions.

Diagnosis and treatment of concurrent health conditions of Medi-Cal beneficiaries not enrolled in managed care plans by a narcotic treatment program provider may be provided within the Medi-Cal coverage limits. When the services are not part of the substance use disorder treatment reimbursed pursuant to **W&I Code, Section** 14021.51, services shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include, but not limited to, all of the following:

- (a) Medical treatment visits
- (b) Diagnostic blood, urine, and X-rays
- (c) Psychological and psychiatric tests and services
- (d) Quantitative blood and urine toxicology assays
- (e) Medical supplies

A narcotic treatment provider, who is enrolled as a Medi-Cal fee-for-service provider, shall not seek reimbursement from a beneficiary for substance abuse treatment services, if services for treatment of concurrent health conditions are billed to the Medi-Cal fee-for-service program.

3. In the event of a conflict between the definition of services contained in this Section of the Contract, and the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1, the provisions of Title 22 shall govern.
4. Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.
5. Contractor shall comply with federal and state mandates to provide alcohol and other drug treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum women, and (2) youth under age 21 who are eligible under the EPSDT Program
 - (a) If Drug Medi-Cal services are provided to Minor Consent beneficiaries, Contractor shall comply with California Family Code Section 6929, and California Code of Regulations, Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d).

B. Access to Services

1. Subject to DHCS provider enrollment certification requirements, Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC-certified providers. Such services shall not be limited due to budgetary constraints.
 - (a) When a request for covered services is made by a beneficiary, Contractor shall require services to be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.
 - (b) The contractor shall authorize residential services in accordance with the medical necessity criteria specified in Title 22, Section 51303 and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).
 - (c) Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84 and the Americans with Disabilities Act.
2. Covered services, whether provided directly by the Contractor or through Subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.

3. The failure of the Contractor or its Subcontractors to comply with Section B of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause. In the event the Contract is terminated, the provision of this Exhibit A, Attachment I, Part I, Section B, shall apply.

C. Payment For Services

1. The Department shall make the appropriate payments set forth in Exhibit B A4 and take all available steps to secure and pay FFP and State General Funds (SGF) to the Contractor, once the Department receives FFP and SGF, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.
2. Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable federal Medicaid reimbursements for any increase in provider DMC services to beneficiaries.
3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, at the discretion of the State, Contractor may be required to forfeit its county realignment funds pursuant to Government Code Section 30027.10 (a) through (d) from the Behavioral Health Subaccount that is set aside for Drug Medi-Cal services and surrender its authority to function as the administrator of covered services in its service area.

Section 3: Drug Medi-Cal Certification and Continued Certification

A. DMC Certification and Enrollment

1. The State will certify eligible providers to participate in the DMC program.
2. The Department shall certify any county operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites.
3. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.
4. Contractor shall require all the subcontracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's subcontracts shall require that providers comply with the following regulations and guidelines:
 - (a) Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;

- (b) Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E);
- (c) Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C);
- (d) Standards for Drug Treatment Programs (October 21, 1981) (Document 2F);
- (e) Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq; and
- (f) Title 22, CCR, **Division 3, Chapter 3**, sections 51000 et. seq.

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

- 5. The Contractor shall notify ~~the State~~ **Provider Enrollment Division (PED)** of an addition or change of information in a Providers pending DMC certification application within 35 days of receiving notification from the Provider. The Contractor must ensure that a new DMC certification application is submitted to ~~the State~~ **PED** reflecting the change.
 - 6. The Contractor is responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until approval is issued by the State. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification application to ~~the State~~ **PED**. The DMC certification application must be submitted to ~~the State~~ **PED** 60 days prior to the desired effective date of the reduction of covered services or relocation.
 - 7. If, at any time, a Subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed outside of DHCS, the Contractor must notify DHCS **Fiscal Management & Accountability Branch by e-mail at DHCSMPF@dhcs.ca.gov** within two business days of knowledge of Section 3(A(7)) of Exhibit A, Attachment I-A4.
 - (a) A provider's certification to participate in the DMC program shall automatically terminate in the event that the provider or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.
- B. Continued Certification
- 1. All DMC certified providers shall be subject to continuing certification requirements at least once every five years.

2. The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
3. State will conduct recertification on-site visits at clinics for circumstances identified in the "Drug Medi-Cal Certification Standards for Substance Abuse Clinics" (Document 2E). Document 2E contains the appeal process in the event the State disapproves a provider's request for certification or recertification and shall be included in the Contractor's subcontracts.

Section 4: Monitoring

A. State Monitoring

1. DHCS Monitoring Reviews and Financial Audits of Contractor

The Department shall monitor the Contractor's operations for compliance with the provisions of this contract, and applicable federal and state law and regulations. Such monitoring activities shall include, but not be limited to, inspection and auditing of Contractor services, management systems and procedures, and books and records, as the Department deems appropriate, at any time during the Contractor's or facility's normal business hours. When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action.

2. ~~Post Service Post Payment~~ **Postservice Postpayment** Utilization Reviews

- (a) After the DMC services have been rendered and paid, the Department shall conduct ~~Post Service Post Payment~~ **Postservice Postpayment (PSPP)** Utilization Reviews of the subcontracted DMC providers to determine whether the DMC services were provided in accordance with Title 22, Section 51341.1. The DHCS shall issue the PSPP report to the Contractor with a copy to subcontracted DMC provider. The Contractor shall be responsible for their subcontracted providers and their county-run programs to ensure any deficiencies are remediated pursuant to Sections 1 and 2 herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A), Paragraph (c), herein.
- (b) State shall take appropriate steps in accordance with Title 22, CCR, Section 51341.1 to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized, and/or shall take the corrective action as appropriate. If programmatic or fiscal deficiencies are identified, the Provider shall be required to submit a Corrective Action Plan (CAP) to ~~DHCS via the Contractor for approval~~ **the Contractor for review and approval prior to submission to DHCS for final approval.**

- i. Pursuant to CCR, Title 22, Section 51341.1(o), all deficiencies identified by the PSPP review, whether or not a recovery of funds results, must be corrected and the entity that provided the services must submit a **Contractor-approved** CAP to the DMC PSPP Unit within 60 days of the date of the PSPP report.
 1. The plan shall:
 - a. Address each demand for recovery of payment and/or programmatic deficiency;
 - b. Provide a specific description of how the deficiency shall be corrected; and
 - c. Specify the date of implementation of the corrective action.
 - d. Identify who will be responsible for correction and who will be responsible for on-going compliance.**
 2. DHCS will provide written approval of the CAP to the Contractor with a copy to the Provider. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a copy to the Provider. The entity that provided the services must submit an updated CAP to the DMC PSPP Unit within 30 days of notification.
 3. If the entity that provided the services, does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the the entity that provided the services is in compliance with Exhibit A, Attachment I A4, Part V, Section 4(A)(2). The State shall inform the Contractor when funds will be withheld.
- (c) Contractor and/or Subcontractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, CCR, Section 51341.1(q). This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Exhibit B A4, Part II, Section 3, of this Contract.

- (d) State shall monitor the Subcontractor's compliance with PSPPP utilization review requirements in accordance with Title 22. Counties are also required to monitor of the Subcontractor's compliance pursuant to Section 4, Paragraph A.2, of this contract. The federal government may also review the existence and effectiveness of the State's utilization review system.
- (e) Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1, for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.
- (f) Contractor shall assure that Subcontractor sites must keep a record of the clients/patients being treated at that location. Contractor shall retain client records for a minimum of three (3) years from the date of the last face-to-face contact. When an audit by the Federal Government or the State has been started before the expiration of the three-year period, the client records shall be maintained until completion of the audit and the final resolution of all issues as a result of the audit.

3. Training

- (a) DHCS's Substance Use Disorder - Prevention, Treatment, and Recovery Services Division (SUD PTRSD) shall provide mandatory annual training to the Contractor on the requirements of Title 22 and the Drug Medi-Cal program requirements.
- (b) Contractor may request additional Technical Assistance or training from SUD PTRSD on an ad hoc basis.

B. Contractor Monitoring

- 1. Program Integrity: Contractor is responsible for ensuring program integrity of its services and its subcontracted providers through a system of oversight, which shall include at least the following:
 - (a) Compliance with state and federal law and regulations, including, but not limited to, 42 CFR 433.32, 42 CFR 433.51, 42 CFR 431.800 et. seq., 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 et. seq., 42 CFR 456 et. seq., 42 CFR 456.23, 22 CCR 51490, 22 CCR 51490.1, 22 CCR 51341.1, 22 CCR 51159, WIC 14124.1, WIC 14124.2, 42 CFR 438.240(e), 42 CFR 438.240(b)(3), 42 CFR 438.240, 42 CFR 438.416, 42 CFR 438-10, and 42 CFR 438.206.
 - (b) Contractor shall conduct, at least annually, ~~an audit~~ **a utilization review** of DMC providers to assure covered services are being appropriately rendered. The annual ~~audit~~ **review** must include an on-site visit of the service provider. Reports of the annual ~~audit~~ **review** shall be provided to the Department's Performance Management Branch at:

Substance Use Disorder - Prevention, Treatment and Recovery Services
Division, Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2621
Sacramento, CA 95899-7413;

Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

Audit-Review reports shall be provided to the State within 2 weeks of completion by the Contractor.

Technical assistance is available to counties from DHCS SUD PTRSD.

- (c) Contractor shall ensure that DATAR submissions, detailed in Part III, Paragraph G of this contract are complied with by all treatment providers and subcontracted treatment providers. Contractor shall attest that each subcontracted provider is enrolled in DATAR at the time of execution of the subcontract.
- (d) Contractor must monitor and attest compliance and/or completion by Providers with CAP requirements (detailed in Section 4, Paragraph (A)(2)(c)) **of this Exhibit** as required by any PSPP review. Contractor shall attest to DHCS, using the form developed by DHCS that the requirements in the CAP have been completed by the Contractor and/or the Provider. Submission of DHCS Form 8049 by Contractor must be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.
- (e) Contractor shall attest that DMC claims submitted to the state have been subject to review and verification process for accuracy and legitimacy. (45 CFR 430.30, 433.32, 433.51). Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from uncertified or decertified providers.

2. Training to DMC Subcontractors

- (a) Contractor shall ~~provide~~ **ensure that all Subcontractors receive** training on the requirements of Title 22 regulations and DMC requirements at least annually, ~~to all subcontracted providers.~~ Attendance **Documented attendance** of any subcontracted provider at the annual trainings offered by DHCS (specified in Section 4, paragraph (A) (3) of this contract) shall suffice to meet the requirements of this provision. Contractor shall report compliance with this section to DHCS annually as part of the DHCS County monitoring process.

3. Monthly Monitoring

- (a) Contractor shall check the status of all providers monthly to ensure that they are continuing active participation in the DMC program. Any subcontracted provider who surrenders their certification or closes their facility must be reported by the Contractor to ~~the Department~~ **DHCS' County Monitoring Unit** within two (2) business days of notification or discovery.
- (b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to ~~the State~~ **DHCS' County Monitoring Unit** within two (2) business days of notification or discovery.

4. Program Complaints

- (a) All complaints received by Contractor regarding a DMC certified facility shall be forwarded to:

Drug Medi-Cal Complaints are to be submitted to:

Department of Health Care Services

P.O. Box 997413

Sacramento, CA 95899-7413

Call the Hotline

Phone Toll-Free: (800) 822-6222

~~Division Chief~~

~~Substance Use Disorders Prevention, Treatment and Recovery
Services Division~~

~~Department of Health Care Services~~

~~P.O. Box 997413, MS# 2621~~

~~Sacramento, CA 95899-7413~~

Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities may also be made by telephoning the appropriate licensing branch listed below:

SUD Compliance Division:

Public Number: (916) 322-2911

Toll Free Number: (877) 685-8333

The Complaint Form is available and can also be submitted online at:

<http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>

- (b) Counties shall be responsible for investigating complaints and providing the results of all investigations to the Department e-mail address by secure, encrypted e-mail to: SUDCountyReports@dhcs.ca.gov within two (2) business days of completion.

5. Record Retention

- (a) Contractor shall include instructions on record retention and include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I **Code**, Section 14214.1 and 42 CFR 433.32; and 22 CCR section 51341.1.

6. Subcontract Termination

- (a) The Contractor must notify DHCS **DHCS' County Monitoring Unit** of the termination of any contract with a certified subcontracted provider, and the basis for termination of the contract, within two (2) business days.

7. Corrective Action Plan

- (a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, the Department may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP can result in a withhold of SAPT funds allocated to Contractor for the provision of services, and/or termination of this contract for cause

- (b) Failure to comply with Monitoring requirements shall result in:

- i. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or fiscal auditing reviews of a county. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor shall submit a CAP to DHCS within the ~~following~~ timeframes of receipt of the **required by** DHCS report.

- a. ~~The CAP shall include: a statement of the problem and the goal of the actions the Contractor or its subcontracted provider will take to correct the deficiency or non-compliance. The CAP shall:~~

- (1) **A statement of the deficiency;**
~~Address the specific actions to correct deficiency or non-compliance;~~

~~Identify who/which unit(s) will act; who/which unit(s) are accountable for acting; and~~

- (2) **A list of action steps to be taken to correct the deficiency;** ~~Provide a timeline to complete the actions.~~

(3) **Date of completion of each deficiency corrected;**

(4) **Who will be responsible for correction and ongoing compliance.**

- ii. DHCS will provide written approval of the CAP to the Contractor ~~and the subcontracted provider~~. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.
- iii. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then the State may withhold funds until the Contractor is in compliance. The State shall inform the Contractor when funds will be withheld.

Section 5: Investigations and Confidentiality of Administrative Actions

- A. Contractor acknowledges that if a DMC provider is under investigation by the State or any other state, local or federal law enforcement agency for fraud or abuse, the State may temporarily suspend the provider from the DMC program, pursuant to W&I **Code**, Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I **Code**, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.
- B. Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

EXHIBIT A, ATTACHMENT I A2

DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference into the County contract though they may not be physically attached to the contract but will be issued in a CD under separate cover:

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements

<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>
http://www.access.gpo.gov/nara/cfr/waisidx_04/45cfr96_04.html

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

<https://www.law.cornell.edu/cfr/text/42/part-54>
http://www.access.gpo.gov/nara/cfr/waisidx_04/42cfr54_04.html

Document 1C: Driving-Under-the-Influence Program Requirements

~~Document 1D(b): SAPT Female Offender Treatment Project (FOTP)~~

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines 2014 **2015** (for Non-DMC Perinatal Programs)

Document 1H(a): Service Code Descriptions

Document 1H(b): Program Code Listing

Document 1H(c) : Funding Line Descriptions

Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)

http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

- Document 1T: CalOMS Prevention Data Quality Standards
- Document 1V: Youth Treatment Guidelines
http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf
- Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995
- Document 2C: Title 22, California Code of Regulations
<http://ccr.oal.ca.gov>
- Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf
- Document 2F: Standards for Drug Treatment Programs (October 21, 1981)
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf
- Document 2K: Multiple Billing Override Certification (MC 6700)
- Document 2L(a): Good Cause Certification (MC-6065A)
- Document 2L(b): Good Cause Certification (MC-6065B)
- Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement
- Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)
- Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)
- Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)
- Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)
- Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)
- Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling

- Perinatal (form and instructions)
- Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)
- Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)
- Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)
- Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs
<http://www.calregs.com>
- Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors
<http://www.calregs.com>
- Document 3J: CalOMS Treatment Data Collection Guide
http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf
- Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15
http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx
- Document 3S: CalOMS Treatment Data Compliance Standards
- Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal Local Assistance Funding Matrix
- Document 3T(a): SAPT Authorized and Restricted Expenditures Information (Nov 2012)
- Document 3V: Culturally and Linguistically Appropriate Services (CLAS) National Standards
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>
- Document 4A : Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 8186 with Instructions
- Document 4B : Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 8187 with Instructions
- Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)

- Document 4E : Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
- Document 4F : Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
- Document 5A : Confidentiality Agreement

Exhibit B A2
Budget Detail and Payment Provisions

Part I – General Fiscal Provisions

Section 1 – General Fiscal Provisions

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I A4, Part III, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Use of State **General** Funds

Contractor may not use allocated Drug Medi-Cal State General Funds to pay for any non-Drug Medi-Cal services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

D. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract were not executed until after that determination. If so, State may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

E. Subcontractor Funding Limitations

Pursuant to HSC Section 11818 **(b)**(2)(A), Contractor shall reimburse its Subcontractors that receive a combination of **Drug** Medi-Cal funding and other federal or county realignment funding for the same service element and location based on the Subcontractor's actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX or Title XXI of the Social Security Act; Title 22, and the State's Medicaid Plan. Payments at negotiated rates shall be settled to actual cost at year-end.

F. Budget Contingency Clause

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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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 **amended** agreement ~~amendment~~ to Contractor to reflect the reduced amount.

G. Expense Allowability / Fiscal Documentation

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
2. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
4. Costs and/or expenses deemed unallowable are subject to recovery by DHCS.

H. Maintenance of Effort for SAPT Block Grant

1. Notwithstanding any other provision in this contract, the Director may reduce federal funding allocations, on a dollar-for-dollar basis, to a county that has a reduced or anticipates reduced expenditures in a way that would result in a decrease in ~~the~~ **California's receipt of** federal Substance Abuse Prevention and Treatment Block Grant funds (42 U.S.C. Sect 300x-30).
2. Prior to making any reductions pursuant to this subdivision, the Director shall notify all counties that county underspending will reduce the federal Substance Abuse Prevention and Treatment Block Grant maintenance of effort (MOE). Upon receipt of notification, a county may submit a revision to the county budget initially submitted pursuant to subdivision (a) of Section ~~44978~~ **11798** in an effort to maintain the statewide SAPT Block Grant MOE.

- 3. Pursuant to 45 CFR 96.124 C 1-3 the Contractor shall expend a specified percentage of SAPT Block Grant funds for perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The Contractor shall expend that percentage of SAPT Block Grant funds by, either establishing new programs or expanding the capacity of existing programs. In accordance with 45 CFR 96.124 (c)(1-3), the Contractor shall calculate the percentage of funds to be expended for perinatal services, pregnant women, and women with dependent children in the manner described in Exhibit G: County Share of SAPT Block Grant Women Services Expenditure Requirement.**
- 4.** Pursuant to subdivision (b) of Section 44978.4 **11798.1**, a county shall notify the Department in writing of proposed local changes to the county's expenditure of funds. The Department shall review and may approve the proposed local changes depending on the level of expenditures needed to maintain the statewide SAPT Block Grant MOE.
- I. Effective the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this contract, Contractor's performance of any additional legal requirements, including, but not limited to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30's funding requirements.

Section 2 – General Fiscal Provisions – Non-Drug Medi-Cal

A. Revenue Collection

Contractor shall conform to revenue collection requirements in Division 10.5 of the HSC, Sections 11841, by raising revenues in addition to the funds allocated by the State. These revenues include, but are not limited to, fees for services, private contributions, grants, or other governmental funds. These revenues shall be used in support of additional alcohol and other drug services or facilities. Each alcohol and drug program shall set and collect client fees based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. Contractor shall identify in its annual cost report the types and amounts of revenues collected.

B. Cost Efficiencies

It is intended that the cost to the Contractor in maintaining the dedicated capacity and units of service shall be met by the non-DMC funds allocated to the Contractor and other Contractor or Subcontractor revenues. Amounts awarded pursuant to Exhibit A, Attachment I A4, Part IV, shall not be used for services where payment has been made, or can reasonably be expected to be made under any other state or federal compensation or benefits program, or where services can be paid for from revenues.

Section 3 – General Fiscal Provisions – Drug Medi-Cal

A. Return of Unexpended Funds

Contractor assumes the total cost of providing covered services on the basis of the payments delineated in this Exhibit B A4, Part II. Any State General Funds or federal Medicaid funds paid to the Contractor, but not expended for DMC services shall be returned to the State.

B. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of the DMC program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, State has the option to void this contract or to amend the Contract to reflect any reduction of funds.

C. Exemptions

Exemptions to the provisions of Item B above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the contract.

D. Allowable costs

Allowable costs, as used in Section 51516.1 of Title 22 shall be determined in accordance with Title 42, CFR Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Medicare Provider Reimbursement Manual (Publication Number 15)," which can be obtained from the Centers for Medicare & Medicaid Services, or www.cms.hhs.gov." In accordance with W&IC Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22, Section 51341.1(c), may not be used as match for targeted case management services or for Medi-Cal administrative activities.

Exhibit B A2
Budget Detail and Payment Provisions

Part II – Reimbursements

Section 1. General Reimbursement

A. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

B. Amounts Payable

1. The amount payable under this Agreement shall not exceed the amount identified on the Standard Agreement.
2. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
3. The funds identified for the fiscal years covered by under this Section, within this Exhibit, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by the State for that fiscal year or the non-DMC amount, whichever is less. Changes to allocated funds will require written amendment to the Contract.
4. For each fiscal year, the State may settle costs for services based on each fiscal year year-end cost settlement report as the final amendment for the specific fiscal year cost settlement report to the approved single state/county contract.

Section 2. Non-Drug Medi-Cal

A. Amounts Payable for Non-Drug Medi-Cal

1. State shall reimburse the Contractor monthly in arrears an amount equal to one-twelfth of the maximum amount allowed pursuant to Exhibit B A4 of the contract or the most recent allocation based on the Budget Act Allocation, whichever is less. Final allocations will reflect any increases or reductions in the appropriations as reflected in the State Budget Act allocation and any subsequent allocation revisions.
2. Monthly disbursement to the Contract at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in this Exhibit.
3. However, based on the expenditure information submitted by the counties in the Quarterly Federal Financial Management Report (QFFMR) (Document 30), State

may adjust monthly payments of encumbered block grant federal funds to extend the length of time (not to exceed 21 months) over which payments of federal funds will be made.

4. Monthly disbursements to the Contractor at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in Exhibit B A4.
5. State may withhold monthly non-DMC payments if the Contractor fails to:
 - (a) ~~timely~~ submit **timely** reports and data required by the State, including but not limited to, reports required pursuant to Exhibit A, Attachment I A4, Part III.
 - (b) submit the contract amendment within 90 days from issuance from the State to the Contractor.
 - (c) submit and attest the completion of Corrective Action Plans for services provided pursuant to this contract.
6. Upon the State's receipt of the complete and accurate reports, data, or signed contract, the Contractor's monthly payment shall commence with the next scheduled monthly payment, and shall include any funds withheld due to late submission of reports, data and/or signed contract.
7. Adjustments may be made to the total of the Contract and amounts may be withheld from payments otherwise due to the Contractor hereunder, for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A, Attachment I A4, Part IV.

B. Payment Provisions

For each fiscal year, the total amount payable by the State to the Contractor for services provided under Exhibit A, Attachment I A4, Part IV, shall not exceed the encumbered amount. The funds identified for the fiscal years covered by Exhibit A, Attachment I A4, Part IV, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. Changes to encumbered funds will require written amendment to the Contract. State may settle costs for non-DMC services based on the year-end cost settlement report as the final amendment to the approved single state/county contract.

- C. In the event of a contract amendment, ~~is as~~ required ~~pursuant to~~ **by** the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first ~~revised~~ **Budget Act** allocation.

D. Accrual of Interest

Any interest accrued from State-allocated funds and retained by the Contractor must be used for the same purpose as the State allocated funds from which the interest was accrued.

E. Expenditure Period

Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are allocated based upon the Federal Grant award period. These funds must be expended for activities authorized pursuant to 42 USC Sections 300x-21(b) through 300x-66; and Title 45, CFR, Subpart L, within the availability period of the grant award. Any SAPT Block Grant funds that have not been expended by a Contractor at the end of the expenditure period identified below shall be returned to the State for subsequent return to the Federal government.

1. The expenditure period of the FFY 2014 award is October 1, 2013 through June 30, 2015.
2. The expenditure period of the FFY 2015 award is October 1, 2014 through June 30, 2016.
3. The expenditure period of the FFY 2016 award is October 1, 2015 through June 30, 2017.
4. The expenditure period of the FFY 2017 award is October 1, 2016 through June 30, 2018.
5. The expenditure period of the FFY 2018 award is October 1, 2017 through June 30, 2019.

F. Contractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 92, Sections 92.20(b)(1) through (6), and Title 45, CFR, Part 96, Section 96.30.

G. Non-profit Subcontractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7), and Part 96, Section 96.30.

H. Contractors receiving SAPT Block Grant funds shall track obligations and expenditures by individual SAPT Block Grant award, including, but not limited to, obligations and expenditures for primary prevention, services to pregnant women and women with dependent children. "Obligation" shall have the same meaning as used in Title 45, CFR, Part 92, Section 92.3."

Additionally, Contractors expending SAPT Block Grant HIV Set Aside funds for HIV Early Intervention Services are required to collect data regarding their use of HIV Set-Aside funds and to report this data to the State.

I. Restrictions on the Use of ~~Federal~~ **SAPT** Block Grant Funds

Pursuant to 42 U.S.C. 300x-31, Contractor shall not use SAPT Block Grant funds provided by the Agreement on the following activities:

1. Provide inpatient services;
2. Make cash payment to intended recipients of health services;
3. Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment;
4. Satisfy any requirement for the expenditure of non-~~F~~ederal funds as a condition for the receipt of ~~F~~ederal funds;
5. Provide financial assistance to any entity other than a public or nonprofit private entity;
6. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see http://grants.nih.gov/grants/policy/salcap_summary.htm;
7. Purchase treatment services ~~and~~ in penal or correctional institutions of this State of California; and
8. Supplant state funding of programs to prevent and treat substance abuse and related activities.

Section 3. Drug Medi-Cal

- A. To the extent that the Contractor provides the covered services in a satisfactory manner and in accordance with the terms and conditions of this Contract, the State agrees to pay the Contractor federal Medicaid funds according to Exhibit A, Attachment I A4, Part III. Subject to the availability of such funds, Contractor shall receive federal Medicaid funds and/or State General Funds for allowable expenditures as established by the federal government and approved by the State, for the cost of services rendered to beneficiaries.
- B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I A4, Part V, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act; the W&IC; the HSC; California's Medicaid State Plan; and Sections 51341.1, 51490.1, 51516.1, and 51532 of Title 22.
- C. It is understood and agreed that failure by the Contractor or its Subcontractors to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for the State to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its Subcontractor from DMC program participation. If the State or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to the State the federal

Medicaid funds and/or State General Funds it received for all claims so disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Title 22, CCR, Sections 51047(a) and (b).

- D. Before such denial, recoupment, or disallowances are made, State shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor sixty (60) days to submit additional information before the proposed action is taken, as required in Title 22, CCR, Section 51047(a). This requirement does not apply to the DMC Post Service Post Payment Utilization Reviews.
- E. The State shall refund to the Contractor any recovered Federal Drug Medi-Cal overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22, CCR, Section 51047(e).
- F. Contractor shall be reimbursed by the State on the basis of its actual net reimbursable cost, not to exceed the unit of service maximum rate.
- G. Claims submitted to the contractor by a sub-contracted provider that is not certified or whose certification has been suspended pursuant to the Welfare and Institutions Code section 14107.11, and Code of Federal Regulations, Title 42, section 455.23 shall not be certified or processed for federal or state reimbursement by the contractor. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.
- H. In the event a contract amendment is required pursuant to the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first revised allocation.
- I. Reimbursement for covered services, other than NTP services, shall be limited to the lower of:
 - 1. the provider's usual and customary charges to the general public for the same or similar services;
 - 2. the provider's actual allowable costs; or
 - 3. the DMC SMA for the modality.
- J. Reimbursement to NTP's shall be limited to the lower of either the USDR rate, pursuant to W&IC Section 14021.51(h), or the provider's usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to an NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public. (W&IC Section 14021.51(h)(2)(A)).

- K. State shall reimburse the Contractor the State General Funds and/or federal Medicaid amount of the approved DMC claims and documents submitted in accordance with Exhibit A, Attachment I A4, Part III.
- L. State will adjust subsequent reimbursements to the Contractor to actual allowable costs. Actual allowable costs are defined in the Medicare Provider Reimbursement Manual (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov.
- M. Contractors and Subcontractors must accept, as payment in full, the amounts paid by the State in accordance with Title 22, CCR, Section 51516.1, plus any cost sharing charges (deductible, coinsurance, or copayment) required to be paid by the client. However, Contractors and Subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and Subcontractors may not demand any additional payment from the State, client, or other third party payers.

Section 4. Drug Medi-Cal Direct Provider Contracts

- A. Pursuant to W&IC 14124.21, DHCS shall contract with qualified DMC providers within the county when a county does not contract to operate DMC services, in whole or in part.
- B. The State will invoice the Contractor for the county realignment share of approved DMC claims received by the State from the State's subcontractor. Contractor shall reimburse the State for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If Contractor does not reimburse the State within 30 days of receipt of the invoice, the State may offset the amount owed from any other funding owed to Contractor by the State or any other State agency. The parties acknowledge that the State's subcontractor shall be responsible for repayment of any disallowed claims. However, in no event shall the State be liable for Medicaid reimbursement for any disallowed claims.
 - 1. Any Contractor contracting with the State for the provision of services through NTP providers may receive reimbursement of the NTP administrative rate.
 - 2. As a result of the direct contract provider's settled cost report, any County Realignment funds owed to the direct contract provider will be handled through an invoice process to the Contractor. Additionally, as a result of the direct contract provider's settled cost report, any County Realignment funds owed to the State will be returned to the Contractor.

Exhibit B A2
Budget Detail and Payment Provisions

Part III - Financial Audit Requirements

Section 1. General Fiscal Audit Requirements

- A. In addition to the requirements identified below, the Contractor and its Subcontracts are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its Subcontractors pursuant to this Contract are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 (Revised December 2013) and/or any independent Contractor audits or reviews. Objectives of such audits may include, but not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
 2. To validate data reported by the Contractor for prospective contract negotiations;
 3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations;
 4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds;
 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements, and/or;
 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives of Exhibit C and D(F).
- C. Unannounced visits may be made at the discretion of the State.
- D. The refusal of the Contractor or its Subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.
- E. Reports of audits conducted by the State shall reflect all findings, recommendations, adjustments and corrective action as a result of it's finding in any areas.

Section 2. Non-Drug Medi-Cal Financial Audits

- A. Pursuant to OMB Circular A-133 §___.400(d)(3), Contractor shall monitor the activities of all of its Subcontractors to ensure that:
1. Subcontractors are complying with program requirements and achieving performance goals
 2. Subcontractors are complying with fiscal requirements, such as having appropriate fiscal controls in place, and are using awards for authorized purposes.
- B. Contractor can use a variety of monitoring mechanism, including limited scope audits, on-site visits, progress reports, financial reports, and review of documentation support requests for reimbursement, to meet the Contractor's monitoring objectives. The Contractor may charge federal awards for the cost of these monitoring procedures as outlined in OMB Circular A-133.
- C. The Contractor shall submit to the State a copy of the procedures and any other monitoring mechanism used to monitor non-profit Subcontracts at the time of the County's annual site visit or within 60 days thereafter. Contractor shall state the frequency that non-profit Subcontracts are monitored.
- D. Limited scope audits, as defined in the OMB Circular A-133, only include agreed-upon engagements that are (1) conducted in accordance with either the American Institute of Certified Public Accountants generally accepted auditing standards or attestation standards; (2) paid for and arranged by pass-through entities (counties); and (3) address one or more of the following types of compliance requirements: (i) activities allowed or unallowed; (ii) allowable costs/cost principals; (iii) eligibility; (9v) matching, level of effort and earmarking; and (v) reporting.
- E. On-site visits focus on compliance and controls over compliance areas. The reviewer must make site visits to the subcontractor location(s), and can use a variety of monitoring mechanism to document compliance requirements. The finding and the corrective action will require follow-up by the Contractor.
- F. Contractor shall be responsible for any disallowance taken by the Federal Government, the State, or the California State Auditor, as a result of any audit exception that is related to the Contractor's responsibilities herein. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. State shall invoice Contractor 60 days after issuing the final audit report or upon resolution of an audit appeal. Contractor agrees to develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the state within one year from the date of the plan.

If differences cannot be resolved between the State and Contractor regarding the terms of the financial audit settlements for funds expended under Exhibit A, Attachment I A4, Part IV, Contractor may request an appeal in accordance with the appeal process described in Document 1J(a), "Non-DMC Audit Appeal Process," incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which its Subcontractors may file an appeal via the Contractors.

- G. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Article IV of this Contract.
- H. Pursuant to OMB Circular A-133, State may impose sanctions against the Contractor for not submitting single or program-specific audit reports, or failure to comply with all other audit requirements. The sanctions shall include:
 - 1. Withholding a percentage of federal awards until the audit is completed satisfactorily
 - 2. Withhold or disallowing overhead costs
 - 3. Suspending federal awards until the audit is conducted; or
 - 4. Terminating the federal award

Section 3. Drug Medi-Cal Financial Audits

- A. In addition to the audit requirements set forth in Exhibit D(F), State may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:
 - 1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations;
 - 2. To ensure that only the cost of allowable DMC activities are included in reported costs;
 - 3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov, for comparison to the DMC cost per unit;
 - 4. To review documentation of units of service and determine the final number of approved units of service;

5. To determine the amount of clients' third-party revenue and Medi-Cal share of cost to offset allowable DMC reimbursement; and,
 6. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.
- B. In addition to the audit requirements set forth in Exhibit D(F), State may conduct financial audits of NTP programs. For NTP services, the audits will address items A(3) through A(5) above, except that the comparison of the provider's usual and customary charge in A(3) will be to the DMC USDR rate in lieu of DMC cost per unit. In addition, these audits will include, but not be limited to:
1. For those NTP providers required to submit a cost report pursuant to W&IC Section 14124.24, a review of cost allocation methodology between NTP and other service modalities, and between DMC and other funding sources;
 2. A review of actual costs incurred for comparison to services claimed;
 3. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately;
 4. A review of the number of clients in group sessions to ensure that sessions include no less than ~~four~~ **two** and no more than ~~ten~~ **twelve** clients at the same time, with at least one Medi-Cal client in attendance;
 5. Computation of final settlement based on the lower of USDR rate or the provider's usual and customary charge to the general public; and,
 6. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.
- C. Contractor shall be responsible for any disallowances taken by the Federal Government, the State, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds
- D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the State within six months from the date of the plan.
- E. Contractor, in coordination with the State, must provide follow-up on all significant findings in the audit report, including findings relating to a Subcontractor, and submit the results to the State.

If differences cannot be resolved between the State and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B A4, Contractor may request an appeal in accordance with the appeal process described in the "DMC Audit Appeal Process," Document 1J(b), incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the Bureau of State Audits directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(b). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

- F. Providers of DMC services shall, upon request, make available to the State their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with Title 22, CCR, Section 51516.1. These records include, but are not limited to, matters pertaining to:
1. Provider ownership, organization, and operation;
 2. Fiscal, medical, and other recordkeeping systems;
 3. Federal income tax status;
 4. Asset acquisition, lease, sale, or other action;
 5. Franchise or management arrangements;
 6. Patient service charge schedules;
 7. Costs of operation;
 8. Cost allocation methodology;
 9. Amounts of income received by source and purpose; and,
 10. Flow of funds and working capital.
- G. Contractor shall retain records of utilization review activities required in Article VI herein for a minimum of three (3) years.

Exhibit B A2
Budget Detail and Payment Provisions

Part IV – Records

Section 1. General Provisions

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit contract performance and contract compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor shall include in any contract with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for the State at its request.
2. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit by the Federal Government, the State, or the California State Auditor has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all Subcontractors comply with the requirements of Exhibit A, Attachment I A4, Part V, Section 2.

6. Should a Subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the Subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

The Contractor shall retain all records required by Welfare and Institutions Code section 14124.1, 42 CFR 433.32, and California Code of Regulations, Title 22, Section 51341.1 et seq. for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under this Exhibit A, Attachment I A4, Part IV, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to the State before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of the State and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from the State within sixty (60) days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
2. In the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with the "non- DMC Audit Appeal Process" (Document 1J(a)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.
3. As stated in Part III, Section 3, of this Exhibit, in the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with DMC Audit Appeal Process" (Document 1J(b)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with DMC Audit Appeal Process" (Document 1J(b)). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

4. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Part II of this Exhibit.
5. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by the State during prospective contract negotiations.

Exhibit B A2
 Budget Detail and Payment Provisions

Part V. Drug Medi-Cal Reimbursement Rates

A. "Uniform Statewide Daily Reimbursement (USDR) Rate" means the rate for NTP services based on a unit of service that is a daily treatment service provided pursuant to Title 22, Sections 51341.1 and 51516.1 and Title 9, commencing with Section 10000 (Document 3G), or the rate for individual or group counseling. The following table shows USDR rates.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS			Perinatal Rate Per UOS		
		<u>FY 14/15</u>	<u>FY 15/16</u>	<u>FY 16/17</u>	<u>FY 14/15</u>	<u>FY 15/16</u>	<u>FY 16/17</u>
NTP-Methadone Dosing	Daily	\$10.80	\$11.44	<u>\$11.44</u>	\$11.79	\$13.58	<u>\$13.58</u>
NTP-Individual Counseling (*)	One 10-minute increment	\$13.48	\$13.39	<u>\$13.39</u>	\$21.06	\$21.17	<u>\$21.17</u>
NTP Group Counseling (*)	One 10-minute increment	\$2.91	\$3.02	<u>\$3.02</u>	\$7.03	\$5.79	<u>\$5.79</u>

(*) The NTP contractors may be reimbursed for up to 200 minutes (20-10 minute increments) of individual and/or group counseling per calendar month. If medical necessity is met that requires additional NTP counseling beyond 200 minutes per calendar month, NTP contractors may bill and be reimbursed for additional counseling (in 10 minute increments). Medical justification for the additional counseling must be clearly documented in the patient record.

Reimbursement for covered NTP services shall be limited to the lower of the NTP's usual and customary charge to the general public for the same or similar services or the USDR rate.

B. “Unit of Service” means a face-to-face contact on a calendar day for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. Only one face-to-face service contact per day is covered by DMC except in the case of emergencies when an additional face-to-face contact may be covered for intake crisis intervention or collateral service. To count as a unit of service, the second contact shall not duplicate the services provided on the first contact, and each contact shall be clearly documented in the beneficiary’s record. While the rates are approved by the State, they are subject to change through the regulation process. Units of service are identified in the following table.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS			Perinatal Rate Per UOS		
		<u>FY 14/15</u>	<u>FY 15/16</u>	<u>FY 16/17</u>	<u>FY 14/15</u>	<u>FY 15/16</u>	<u>FY 16/17</u>
Intensive Outpatient Treatment	Face-to-Face Visit	\$56.44	\$58.30	<u>\$58.30</u>	\$80.78	\$81.22	<u>\$81.22</u>
Naltrexone Treatment	Face-to-Face Visit	\$19.06	\$19.06	<u>\$19.06</u>	NA	NA	<u>NA</u>
Outpatient Drug Free	Face-to Face Visit – Individual (per person)	\$67.38	\$66.93	<u>\$66.93</u>	\$105.32	\$105.90	<u>\$105.90</u>
	Face-to-Face Visit – Group (per person)	\$26.23	\$27.14	<u>\$27.14</u>	\$63.33	\$52.11	<u>\$52.11</u>
Perinatal Residential	Daily – Residential Day	NA	NA	<u>NA</u>	\$99.43	\$99.97	<u>\$99.97</u>

**Exhibit E A1
Additional Provisions**

1. Amendment Process

- A. Both the Contractor and the State may agree to amend or renegotiate the Contract.
- B. Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the both parties and the Department of General Services (DGS), if DGS approval is required.
- C. Contract amendments will be required to change encumbered amounts for each year of a multi-year contract period, of which the first amendment will be based on the Governor's Budget Act allocation of that specific fiscal year. The signed contract from the Contractor will be due to the Department of Health Care Services within 90 days from the issuance to the County. If the signed Contract from the Contractor is not received within 90 days from the issuance to the County, DHCS may withhold all non-DMC payments under Exhibit B of this Contract until the required amendment is received by the State.
- D. Contract amendments may be requested by the Contractor until May 1 of each of the contract's fiscal years. An amendment proposed by either the Contractor or the State shall be forwarded in writing to the other party.
 - 1) The proposed amendment submitted by Contractor shall include the proposed changes, and a statement of the reason and basis for the proposed change.
 - 2) Amendments shall be duly approved by the County Board of Supervisors or its authorized designee, and signed by a duly authorized representative.
- E. Contractor acknowledges that any newly allocated funds that are in excess of the initial amount for each fiscal year may be forfeited if DHCS does not receive a fully executable contract amendment on or before June 30, 201~~5~~7.
- F. State may settle costs for substance use disorder services based on the year-end cost settlement report as the final amendment to the approved single State/County contract.

2. Cancellation / Termination

- A. This Agreement may be cancelled by DHCS without cause upon 30 calendar days advance written notice to the Contractor.

- B. DHCS reserves the right to cancel or terminate this Agreement immediately for cause. The Contractor may submit a written request to terminate this Agreement only if DHCS substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in DHCS’ notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.
- G. In the event of changes in law that affect provisions of this Contract, the parties agree to amend the affected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.
- H. The following additional provisions regarding termination apply only to Exhibit A, Attachment I, Part V, of this Contract:
- 1) In the event the federal Department of Health and Human Services (hereinafter referred to as DHHS), or State determines Contractor does not meet the requirements for participation in the DMC Treatment Program, State will terminate payments for services provided pursuant to Exhibit A, Attachment I, Part V, of this Contract for cause.
 - 2) All obligations to provide covered services under this Contract will automatically terminate on the effective date of any termination of this Contract. Contractor will be responsible for providing or arranging for covered services to beneficiaries until the effective date of termination or expiration of the Contract.

Contractor will remain liable for processing and paying invoices and statements for covered services and utilization review requirements prior to the expiration or termination until all obligations have been met.
 - 3) In the event Exhibit A, Attachment I, Part V, of this Contract is nullified, Contractor shall refer DMC clients to providers who are certified to provide the type(s) of services the client has been receiving.
- I. In the event this Contract is terminated, Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Contract to the State, which will retain the records for the required retention period.

3. Avoidance of Conflicts of Interest by Contractor

- A. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.
- D. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Contract.

4. Freeze Exemptions

(Applicable only to local government agencies.)

- A. Contractor agrees that any hiring freeze adopted during the term of this Agreement shall not be applied to the positions funded, in whole or part, by this Agreement.
- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this Agreement.

- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this Agreement shall not restrict travel funded, in whole or part, by this Agreement.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this Agreement shall not restrict or limit purchases funded, in whole or part, by this Agreement.

5. Domestic Partners

Pursuant to Public Contract Code 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of \$100,000 or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

6. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, related utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

**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"/> Other Federally Funded, State-Administered Programs (List Below)	
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



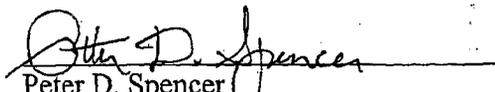
Michael G. Gallagher
Assistant Deputy Commissioner
for Budget, Finance and Management

5/13/08
Date



O. REGIONAL AND STATE AGENCY SIGNATURES:

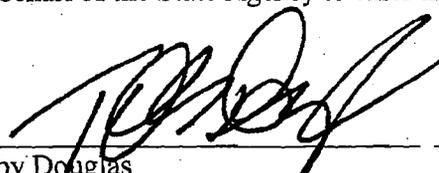
SOCIAL SECURITY ADMINISTRATION
REGION IX


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

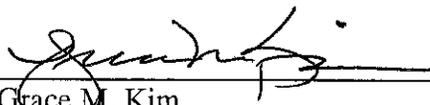
7-2-14

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

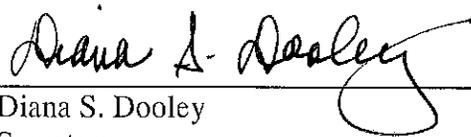


Grace M. Kim
Regional Commissioner
San Francisco

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.

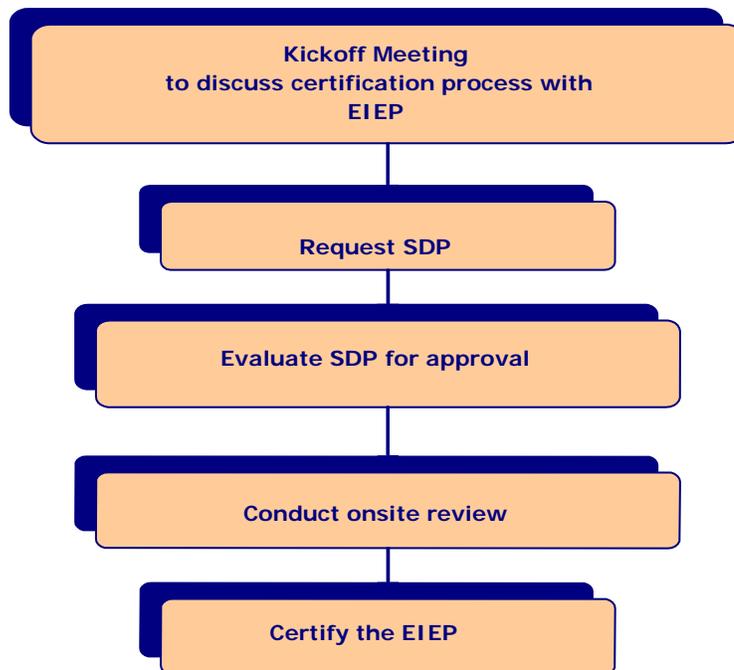
During a certification or compliance review, SSA or a certifier acting on its behalf, may request a demonstration of the EIEP's audit trail system (ATS) and its record retrieval capability. The certifier may request a demonstration of the ATS' capability to track the activity of employees who have the 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: [🔗](#)

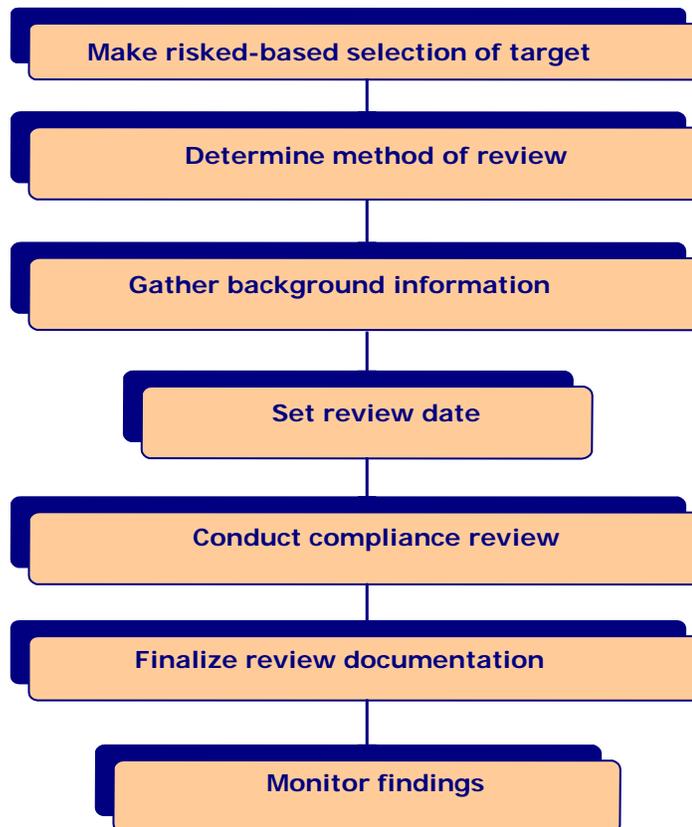


6.5 The Compliance Review Program and Process [🔗](#)

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.

(THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY)

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.

(THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY)

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

(THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY)

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> 95-6005661
<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> Mono	

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.

S:\ADMIN\HOMEPAGE\CCC\CCC-307.doc



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2016

Departments: CAO

TIME REQUIRED

SUBJECT DSA Side Letter to the MOU

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution adopting and approving the second amendment to the 2014-2017 Memorandum of Understanding between the County of Mono and the Mono County Sheriff's Officers Association (AKA the Deputy Sheriff's Association) establishing an 80-hour/14-day work period and maintaining overtime pay for grant-funded work.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None.

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](#)

[Resolution](#)

[Exhibit A - current MOU](#)

[Exhibit B](#)

History

Time	Who	Approval
3/10/2016 2:51 PM	County Administrative Office	Yes
3/10/2016 3:09 PM	County Counsel	Yes
3/10/2016 1:58 PM	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

To: Board of Supervisors
From: Leslie Chapman
Date: March 15, 2016
Re: Side letter to DSA Mou

Recommended Action

Adopt proposed resolution adopting and approving second amendment to the 2014-2016 Memorandum of Understanding between the County of Mono and the Mono County Sheriff's Officers Association (AKA the Deputy Sheriffs' Association) establishing an 80-hour/14-day work period for certain employees and maintaining overtime pay for certain grant funded work.

Discussion

The adoption of an 80-hour, 14-day work period pursuant to section 7(k) of the Fair Labor Standards Act would facilitate the effective implementation of an alternative work schedule within the Sheriff's Department for employees of that Department assigned to a 3/12-4/12 work schedule.

In addition, the proposed amendment memorializes current practice with regard to the payment of overtime for grant-funded details, assigned at the discretion of the Sheriff.

Fiscal Impact

Minimal impact from changing the work period.



RESOLUTION NO. R16-__

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING AND APPROVING THE SECOND AMENDMENT TO THE 2014-2016 MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE MONO COUNTY SHERIFF'S OFFICERS' ASSOCIATION (AKA THE DEPUTY SHERIFFS' ASSOCIATION) ESTABLISHING AN 80-HOUR/14-DAY WORK PERIOD FOR CERTAIN EMPLOYEES AND MEMORIALIZING THE PAYMENT OF OVERTIME PAY FOR CERTAIN GRANT-FUNDED WORK

WHEREAS, the adoption of an 80-hour, 14-day work period pursuant to section 7(k) of the Fair Labor Standards Act would facilitate the effective implementation of an alternative work schedule within the Sheriff's Department for employees of that Department assigned to a 3/12-4/12 work schedule; and

WHEREAS, the Sheriff currently has the ability to designate additional overtime pay for grant-funded details and that ability should remain unaffected by the adoption of a different work period; and

WHEREAS, representatives of the County and the Deputy Sheriff's Association have met, conferred, and reached mutually acceptable terms for an amendment to the 2014-2016 Memorandum of Understanding (MOU), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, to implement these changes;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the proposed Second Amendment to the 2014-2016 Memorandum of Understanding ("MOU") between the County of Mono and the Mono County Sheriff's Officers' Association, a copy of which is attached hereto as Exhibit B, is hereby ratified, adopted and approved, and the terms and conditions of employment set forth in the Second Amendment to the 2014-2016 MOU are hereby prescribed for the employee classifications represented by that Association. The Chair of the Board of Supervisors shall execute said Second Amendment to the 2014-2016 MOU on behalf of the County.

PASSED AND ADOPTED this 15th day of March, 2016, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

//////////

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTEST: _____
Clerk of the Board

FRED STUMP, Chairman
Mono County Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R14- 30

A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY AND THE MONO COUNTY SHERIFF'S OFFICERS'
ASSOCIATION (AKA THE DEPUTY SHERIFFS' ASSOCIATION)

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; and

WHEREAS, the County is required by the Meyers-Milias-Brown Act (Section 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

WHEREAS, County representatives and the Mono County Sheriff's Officers' Association (aka the Deputy Sheriffs' Association, hereinafter "the Association") met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as an exhibit and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that:

(1) The proposed Memorandum of Understanding ("MOU") between the County of Mono and the Association, a copy of which is attached hereto as Exhibit A -- effective for the period of January 1, 2014, through December 31, 2016 -- is hereby ratified, adopted, and approved, and the terms and conditions of employment set forth in the Memorandum are hereby prescribed for the employees whose classifications are included in the Association's bargaining unit. The Chair of the Board of Supervisors shall execute said Memorandum on behalf of the County.

[INTENTIONALLY BLANK]

**MEMORANDUM OF
UNDERSTANDING**

BETWEEN

COUNTY OF MONO

AND

**MONO COUNTY SHERIFF'S OFFICERS'
ASSOCIATION**



January 1, 2014, through December 31, 2016

ARTICLE 1. PURPOSE AND DEFINITIONS

A. Purpose

It is the purpose of this Memorandum of Understanding (“MOU”) to promote and provide for continuity of operations and employment through harmonious relations, cooperation and understanding between management and the employees covered by the provisions of this MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may rise from the provisions of this MOU, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein, which understanding the parties intend to jointly submit and recommend for approval and implementation to the County’s Board of Supervisors.

B. Definitions

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles in this MOU:

- (1) “ASSOCIATION” means the Mono County Sheriff’s Officers’ Association, a recognized employee bargaining unit consisting of or representing all Mono County Deputy Sheriff Officers, Boating Safety Officers, Sheriff’s Safety Officers, and retirees thereof in the supervisor and peace officer units (as defined in Article 4 hereof) who are not covered by memorandums of understanding between Mono County and other Mono County employee bargaining units. The Association does not include those Mono County Sheriffs Officers who are represented by the Sheriff’s Management Bargaining unit and it does not include any retired annuitants who COUNTY may hire and employ from time to time in its sole discretion to perform work otherwise performed by Association members.**
- (2) “COUNTY” means the County of Mono, a political subdivision of the State of California.**
- (3) “COVERED EMPLOYEE” refers to any employee whose job classification is represented in employee bargaining by the ASSOCIATION (as described above) and is therefore covered by this MOU, regardless of whether the employee is a dues-paying member of the ASSOCIATION. Retired annuitants are not covered employees.**
- (4) “MOU” means this Memorandum of Understanding between the ASSOCIATION and the COUNTY.**
- (5) “RETIRED ANNUITANT” is an employee hired on a limited-term basis who has retired from public employment, is receiving PERS or reciprocal retirement benefits, and who is qualified and able to perform the duties of a**

position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants.

ARTICLE 2. RECITALS; FINDINGS

- A. All pre-existing agreements between the COUNTY and the ASSOCIATION expired on or prior to December 31, 2010. Since that time, the parties reached impasse on in 2011 and the COUNTY thereafter imposed the terms and conditions of employment, via Resolution 12-02, that this MOU will supplant (hereinafter the "2012 Imposed Terms and Conditions"). This MOU will not supplant the terms and conditions provided pursuant to Resolution 12-68 (attached hereto). The parties have negotiated in good faith in an attempt to reach a new agreement on salary, benefits, working conditions, and other pertinent matters.**
- B. It is the purpose of this MOU to set forth the understandings and agreements reached by the parties which are to be effective for the period of January 1, 2014, to and including, December 31, 2016.**
- C. In adopting it, the Board of Supervisors finds this MOU is necessary to promote harmonious relations between the COUNTY and the ASSOCIATION, and to ensure continuous efficient law enforcement services to the people of Mono County and those who work, recreate, and travel here. In the absence of an MOU, it will be difficult to attract or keep trained, experienced, and capable law enforcement personnel in this county. To those ends, the Board finds that this MOU is necessary for the health, safety and welfare of the people.**
- D. The ASSOCIATION likewise desires to enter into this MOU for the period of January 1, 2014 to and including December 31, 2016.**
- E. Wherefore, and in consideration of the terms, conditions, recitals, and understandings expressed in the MOU, the parties agree as herein set forth.**

ARTICLE 3. TERM; RENEGOTIATION

This MOU shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2016. In the event either party desires to negotiate a successor memorandum of understanding, such party shall serve upon the other, prior to the expiration of this MOU, its written request to negotiate, and submit its full and entire written proposals for such successor memorandum of understanding.

ARTICLE 4. RECOGNITION

The COUNTY hereby reaffirms its previous action recognizing the Association as the representative for employees in two representation units (and retirees of these units) designed as supervisor unit and peace officer unit comprised of the classifications of Sergeant, Deputy Sheriff I, Deputy Sheriff II, Boating Safety Officer, Sheriff's Safety Officer, and Investigator, said employees may hereinafter be referred to individually as "member" and collectively as "members."

ARTICLE 5. DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered by this MOU, and that all employees so covered shall have the right to join and participate in the activities of the Association and to exercise all rights expressly and impliedly set forth in Section 3500 et seq. of the Government Code of the State of California. No employee shall be intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

The provisions of this MOU shall be applied equally to all employees covered without favor or discrimination (1) because of race, color, sex, age, creed, religion, or any other protected status under the law; and (2) in accordance with all applicable State and Federal laws.

ARTICLE 6. SALARY ADJUSTMENT/TERM

- A. Concurrent with and contingent upon the COUNTY's implementation of covered employees' additional pre-tax contribution toward their PERS retirement costs, as set forth in Article 9.F. below, which shall be implemented as soon as reasonably practicable, the salary of each covered employee shall be increased through a five percent (5%) increase of the employee's base salary in order to facilitate the covered employees' PERS contributions and to provide for tax deferred payment of the employees' PERS contributions. For purposes of this Article, "base salary" means the range and step at which the employee is paid immediately prior to the increase.
- B. Effective as of July 1, 2014, covered employees shall be eligible to earn or receive "step increases." And no time worked while step increases have been frozen, either pursuant to a previously adopted MOU and/or the 2012 Imposed Terms and Conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU. Notwithstanding any provision in the Mono County Code or Mono County Personnel System to the contrary, each "step increase" provided pursuant to this MOU shall be equivalent to two and one half percent (2.5%) of the employee's base salary (a total of 10 steps, instead of 5, shall be available under this provision).
- C. All employees are required to utilize direct deposit of their payroll checks.
- D. All employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set in her sole discretion. All employees will receive only one (1) check per month and will include all pay that the employee is entitled to for that period.

- E. The COUNTY shall continue to pay each covered employee who is a deputy sheriff (including sergeants and investigators) the amount of fifty dollars (\$50) per month, in addition to their base salary. Said amount will not be paid to covered employees who are Sheriff's Safety Officers or Boating Safety Officers; instead they will be enrolled in State Disability Insurance (SDI) at the County's expense. Employees receiving such money may use it for any purpose, but the anticipated and intended purpose of said payment is to assist those employees in paying premiums for long-term disability (LTD) insurance, through the California Law Enforcement Association (CLEA) or such other source as they may select. The County assumes no responsibility for providing or obtaining LTD insurance in general nor for any aspect of CLEA insurance in particular, which may not be available to all covered employees. [NOTE: Beginning in 2001, this benefit took the place of a prior LTD benefit under which the County paid LTD premiums directly.]

ARTICLE 7. HOLIDAY PAY

- A. Holiday pay for covered employees shall be paid monthly in the amount of ten percent (10%) of the sum of covered employees' range and step and special compensation wages as defined by Government Code Section 20636 excluding any uniform allowance and this holiday pay itself. The semi-annual payment shall not be dependent upon the number of holidays during the six month period immediately preceding payment. Employees hired less than six months prior to any payment or who work less than 12 months per calendar year (e.g., Boating Safety Officers) shall be compensated on a pro-rated basis (i.e., 10% of base pay since the date of hire or, in the case of Boating Safety Officers, 10% of base pay for months actually worked (if any) during a particular semi-annual period).
- B. This policy will eliminate holidays from the work schedule, save and except special COUNTY holidays (specified in County Code § 2.68.030(A)(14)), which will be paid. Any overtime work which falls on regular days off which is, coincidentally, a calendar holiday, shall be paid at the overtime rate.

ARTICLE 8. LONGEVITY PAY

- A. Existing employees who were already receiving longevity pay as of January 1, 2012, will continue to receive longevity pay but the percentage amount of such pay shall be frozen and shall not increase. "Longevity pay" means that pay provided for covered employees as defined in previous MOUs: which, for employees hired on or before May 19, 2009, included 2.5% additional compensation increases up to a maximum of 7.5% additional compensation depending on an employee's County service years at "E" step, or for employees hired after May 19, 2009, included 2.5% additional compensation increases up to a maximum of 7.5% additional compensation depending on an employee's years of service (see Article 8 of the 2009 MOU). Any covered employee who was already

eligible to receive at least 7.5% longevity pay on or before May 19, 2009, shall continue to receive that amount of longevity pay but shall not be eligible for nor receive any further longevity increases. Existing employees who were not already receiving longevity pay as of January 3, 2012, shall not receive such pay. And no time worked (e.g., years of service or years at "E" step) during the term of this MOU shall be counted for purposes of determining any future eligibility to receive longevity pay or to receive any increases in the percentage amount of longevity pay (if and when such longevity pay eligibility or increases are again provided).

- B. Employees hired after January 3, 2012 shall not be eligible to earn longevity pay at any future date.

ARTICLE 9. PERS RETIREMENT

- A. For employees hired prior to the effective date of the County's amendment of its contract with CalPERS to provide "3% at 55" retirement (See subsection C below), the COUNTY and the ASSOCIATION agree that, for purposes of PERS retirement, the "single highest year" shall be used for calculation of covered employees' earnings. For employees hired after the effective date of said amendment, final compensation for purposes of PERS retirement shall be determined using a three-year average.
- B. Covered employees shall continue to be enrolled in the PERS Level IV Survivors' Benefit Program (specifically those benefits provided by Government Code section 21574).
- C. Covered employees hired after December 27, 2012 shall be enrolled in the PERS "3% at 55" retirement formula using a three-year average for purposes of determining final compensation. Any employees hired prior to December 27, 2012 shall continue to be enrolled in "3% at 50" safety retirement benefits under the COUNTY'S contract with PERS, using "single highest year" for purposes of determining final compensation.
- D. Notwithstanding the above, if required by what is commonly referred to as the California Public Employees' Pension Reform Act ("PEPRA"), covered employees hired after December 31, 2012 shall be enrolled in the PERS retirement formula as required by PEPRA, and shall contribute toward the cost of retirement benefits as required by PEPRA.
- E. All employees covered by this MOU shall continue payment of the employee contribution for applicable PERS coverage and retirement. The COUNTY shall also continue the IRS 414(H)(2) program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions.
- F. Concurrent with the 5% base salary increase set forth in Article 6.A above, all covered employees shall also contribute seven percent (7%) of their

compensation reported by the COUNTY to CalPERS, by payroll deduction, on a pre-tax basis, toward the County's PERS employer contribution rate as cost sharing pursuant to Government Code section 20516. Said contribution shall be above and beyond any contribution currently made by any covered employee. So, for example, a covered employee previously paying nine percent (9%) of his/her compensation reported by the COUNTY to CalPERS toward the applicable PERS retirement coverage cost shall now pay sixteen percent (16%) of his/her compensation reported by the COUNTY to CalPERS toward the PERS retirement coverage cost.

ARTICLE 10. HEALTH INSURANCE

- A. Each covered employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 11 and 12, and said benefits will continue to be provided year-round; provided, however, that Boating Safety Officers will continue to only receive health care benefits (and Cafeteria Plan contributions) for those seasonal months in which they actually perform work for the County.**
- B. "Health care benefits" means the medical, dental, and eye-care benefits provided to covered employees and their dependents by the COUNTY.**
- C. Consistent with the COUNTY's prior implementation of CalPERS medical insurance for all covered employees and retirees, the COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance, which amount shall not increase.**
- D. Health Care Coverage for Retirees**
 - (1) The COUNTY shall continue to pay the statutory amount prescribed by Government Code section 22892 per month for each ASSOCIATION retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the COUNTY. A "retiree" is a former COUNTY employee whom CalPERS considers to be a COUNTY retiree/annuitant.**
 - (2) Each "retired employee" and one dependent of a retired employee (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to covered employees in Paragraph A of this Article.**
 - (3) "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee**

was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement (50 years of age for employees enrolled in local safety 3% at 50 at the time of retirement).

- (4) Any benefits after retirement under this Section D of Article 10 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change.
- (5) Notwithstanding the foregoing, the fact that active boating safety officers currently receive only seasonal health-care benefits (and Cafeteria Plan contributions) shall not be construed as preventing any boating safety officer who, as of May 1, 2001, had already accrued the years of service necessary to qualify as a "retired employee" from receiving year-round retirement health-care benefits under this Section D (and also retirement service credit allowances under Article 16).
- (6) The ASSOCIATION represents all retirees with respect to all matters set forth in this Section D of Article 10 and is primarily responsible for communicating with retirees and addressing any questions they may have regarding this Section.

E. **Coverage Provider.** The COUNTY's current provider or source of medical ("health care") insurance coverage is CalPERS. In the event that COUNTY desires to change said provider during the term of this MOU, the ASSOCIATION agrees to meet and confer in good faith regarding the proposed change. Absent an agreement between COUNTY and ASSOCIATION to change the provider, however, the COUNTY shall not unilaterally make such a change.

ARTICLE 11. DENTAL CARE PLAN

The COUNTY shall implement and extend coverage under the County Dental Plan to all current covered employees and their dependents by the COUNTY with the understanding that COUNTY shall retain total discretion regarding carrier and plan content, and with the further understanding that the County Dental Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired covered employees, together with one dependent of retiree.

ARTICLE 12. VISION CARE PLAN

The COUNTY shall implement and extend coverage under Vision Care (Plan C; \$10.00 deductible) to all current covered employees and their dependents by the COUNTY with the understanding that COUNTY shall retain discretion regarding carrier and plan

content, and with the further understanding that the County Vision Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired covered employees, together with one dependent of retiree.

ARTICLE 13. CAFETERIA PLAN

- A. Upon implementation of this MOU (or as soon as reasonably practicable) and thereafter, with respect to any full-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan an amount exactly equal to the PERS Choice premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee and also minus the amount specified below, which shall be contributed by the employee:

	Employee Contribution
One-Party	\$25.00/month
Two-Party:	\$50.00/month
Family:	\$100.00/month

The COUNTY will ensure that the amount paid, when combined with the employee contribution (if applicable) and the statutory amount prescribed by Government Code section 22892, is sufficient to cover the PERS Choice premium regardless of the state or COUNTY in which the employee resides, but in no event will the COUNTY be obligated to pay an amount that would exceed the minimum amount necessary for the COUNTY to ensure coverage for that employee or which would result in that employee receiving cash back. Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution.

- B. With respect to any part-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan one of the following reduced percentages of the amount that a full-time employee would receive under Section A of this Article 13 (based on applicable residency and coverage tier), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee:

Less than .5 FTE:	0% (No payment at all)
.5 - .74 FTE:	50% of the applicable FTE amount
.75 FTE - .9 FTE:	75% of the applicable FTE amount

Such FTE status shall be based on the County's official list of allocated positions maintained by the County Administrative Office; it shall not be based on actual hours worked in a given month. The additional monthly amount necessary for the medical coverage tier selected by a part-time covered employee shall be contributed by that covered employee through a payroll deduction (authorized by the employee).

Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution. This subsection (B) shall also apply to any full-time employee whose position is changed to part-time status on the list of allocated positions after MOU ratification, or who transfers to such a position after MOU ratification; the COUNTY's contribution to the Cafeteria Plan with respect to that employee shall be based on the reduced percentages set forth above until such a time, if at all, that they return to a position allocated as full-time.

EXCEPTION: Notwithstanding the foregoing, any Boating Safety Officer employee shall only be entitled to COUNTY Cafeteria Plan contributions under this Article 13 during those seasonal months in which he or she actually performs boating safety work for the COUNTY.

ARTICLE 14. 401(a) PLAN.

- A. Any covered employee hired on or after May 1, 2001, shall not be eligible to earn or receive the retirement service benefit provided by Article 16, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any covered employee who was hired prior to May 1, 2001, may also elect to receive COUNTY contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit provided by Article 16.**
- B. COUNTY shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. COUNTY shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article 15 equal to the amount contributed by that employee from his or her own pre-tax salary equal into one of the COUNTY's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed 3% of the employee's pre-tax salary. Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the employee's pre-tax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employee shall vest -- that is, earn the right to withdraw -- the COUNTY's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth more fully below.**
- C. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to**

withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	40%
4 years plus 1 day to 5 years	60%
5 years plus 1 day but less than 6 years	80%
6 years	100%

- D. In addition to and notwithstanding the foregoing, employee' options for withdrawing, "rolling over," and otherwise using account money -- and the tax consequences of such withdrawals and use -- shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the COUNTY and the Plan must comply.

ARTICLE 15. RETIREMENT SERVICE (Applicable only to certain employees who retired or were on the COUNTY payroll prior to May 1, 2001).

- A. Each retired employee who was on the COUNTY payroll prior to May 1, 2001, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under the COUNTY's Section 125 Cafeteria Plan (see Article 13), unless he or she has at any time prior to retirement opted to participate in the COUNTY's Section 401(a) Plan (See Article 14).
- B. "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement (50 years of age for employees enrolled in local safety 3% at 50 at the time of retirement).
- C. The amount of the flexible credit allowance shall be computed as follows:
- (1) If the employee retires after December 31, 2001, but before December 31, 2011, then the amount of the flexible credit allowance shall be equal to the monthly amount contributed by the COUNTY per each active employee to the COUNTY's Section 125 Cafeteria Plan (See Article 9), minus the statutory amount prescribed by Government Code section 22892 per month paid by the

COUNTY directly to PERS if the retired employee is enrolled in CalPERS medical insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary as the County's contribution to the Cafeteria Plan for its active employees varies, and subject to the same limitations or qualifications applicable to active employees, such as whether the retiree is enrolled in CalPERS medical insurance (in which case the credit allowance will be based on the "tier" into which that retiree falls minus the statutory amount prescribed by Government Code section 22892 paid directly by the COUNTY to CalPERS). Any retiree who is not enrolled in CalPERS medical insurance but who provides the COUNTY with written proof of comparable insurance shall only receive a credit allowance equal to the amount of the "single" tier contribution. Retired employees governed by this paragraph shall be entitled to take cash back from the Cafeteria Plan to the fullest extent it may be provided without being inconsistent with this MOU or threatening the plan's compliance with applicable laws.

- (2) If the employee retires after January 1, 2012, and is enrolled in CalPERS medical insurance, then the amount of the flexible credit allowance shall be equal to the monthly amount of the PERS Choice premium based on the residency and coverage tier in which the retiree is enrolled minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS and minus the same monthly amount that the retiree was contributing toward their medical insurance premiums as an active employee immediately prior to their retirement. For example, if an employee was contributing \$50 per month toward his or her medical insurance as an active employee at the time of retirement, then that same fixed dollar amount shall be deducted from the flexible credit allowance paid to them as a retired employee pursuant to this subsection (C)(2). Note that under this formula, while the PERS Choice premium and the statutory amount prescribed by Government Code section 22892 will vary over time (based on the then-current amounts), the amount deducted therefrom based on what the retiree was contributing as an active employee does not vary.**
- (3) If the employee retires before December 31, 2001, then the amount of the flexible credit that he or she is entitled to shall be equal to the amount of money necessary to obtain CalPERS medical insurance for the retired employee and his or her dependent with a level of benefits substantially the same as the employee had on the date of his or her retirement, minus the statutory amount prescribed by Government Code section 22892 (\$108.00 for 2011) per month paid by the COUNTY directly to PERS for such insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary with changes in the cost of the applicable level of medical insurance. These retired employees must be enrolled in the applicable level of CalPERS medical insurance in order to receive the flexible credit allowance and shall not be entitled under any circumstances to opt for other insurance coverage, no coverage, or reduced coverage in order to receive "unused" cash back from the Cafeteria Plan.**

- D. The ASSOCIATION represents all retirees with respect to all matters set forth in this Article 15 and is primarily responsible for communicating with retirees and addressing any questions they may have regarding this Article.

ARTICLE 16. LONG TERM DISABILITY INSURANCE (Note: Terminated December 31, 1999, as described more fully below.)

This Article 16 terminated at midnight on December 31, 1999, in exchange for the salary increase provided and discussed in Section E of Article 6.

ARTICLE 17. FITNESS FOR DUTY; PHYSICAL EXAMINATION

All Sheriff's Department new hires, as a precondition of employment, shall receive one or more examinations by COUNTY designated physicians to determine their fitness for duty (i.e., their capacity to safely perform the work of their position) as required by Section 1031(f) of the Government Code. In addition, the Sheriff may require any covered employee to submit to examinations by COUNTY designated physicians to evaluate the employee's fitness for duty: (1) whenever circumstances reasonably indicate that the employee may be unfit for duty; and (2) before or after an employee is allowed to return to work following any extended absence due to injury, illness, or a medical condition of the employee (note: for purposes of this provision, calling in sick for three days or less shall not constitute an "extended absence"). (See also Section 1032 of the current Mono County Sheriff's Department Policies and Procedures, entitled "Fitness For Duty," which is incorporated herein by this reference.)

Furthermore, an annual physical checkup shall be provided to all covered employees by the COUNTY. The COUNTY has the discretion to select the doctor who will give the physical examinations. To the extent that such an annual physical check-up is available through the covered employees' medical insurance for free or at a reduced cost, that check-up shall be deemed to satisfy this provision and the COUNTY's only obligation shall be to pay or reimburse the employee for any portion of the check-up cost not covered by insurance.

ARTICLE 18. COURT TIME

Should a covered employee make a court appearance pursuant to lawful Subpoena for the purpose of testifying to facts, acts or events that occurred in the course and scope of his employment with the Mono County Sheriff's Office, and should his court appearance not commence and terminate entirely within his regular shift or extended shift, such employee shall be entitled to credit for overtime as follows:

1. When that portion of the court appearance that falls outside his regular or extended shift has a duration of less than four (4) hours, that employee shall receive credit for four (4) hours overtime;
2. When that portion of the court appearance that falls outside his regular or extended shift has a duration of four (4) or more hours, that employee shall be

entitled to credit for overtime equal to the actual time in court outside the regular or extended shift.

Should a covered employee receive notice not to appear for a scheduled court appearance anytime after the end of employee's last previous work shift and before leaving to attend such court session, the employee will receive \$100.00 in compensation.

ARTICLE 19. CALL-IN

"Call-in" is defined as when an employee who is not scheduled to work is called in to work by the Sheriff's office. Should a covered employee be called into duty at the time other than his regular assigned shift, that employee shall receive credit for overtime at the following rates:

1. Should the duration of the duty be four (4) hours or less, the employee shall receive credit for four (4) hours of overtime;
2. Should the duration of duty exceed four (4) hours, the employee shall receive credit for overtime equal to the actual time of duty.

ARTICLE 20. OVERTIME PAY

All time actually worked in excess of an employee's regularly scheduled shift and including such overtime credit as is provided for in other articles, shall be credited or paid at a rate of pay equivalent to one and one-half (1-1/2) times the employee's regular rate of pay. Notwithstanding any contrary provision of the County Code or personnel rules, use by an employee of any form of leave or CTO during a work shift shall NOT be counted as hours actually worked for purposes of determining whether overtime pay is owed.

Such overtime shall be paid, or compensatory time credited, as of the following pay day, should such overtime be submitted to the Sheriff, Undersheriff or designee on or before the 20th of that month. All overtime submitted after that date shall be paid, or compensatory time credited, as of the pay day subsequent to the following pay day.

The covered employee may elect payment or compensatory time off as compensation for overtime, subject to the following provisions:

1. As of the date of final MOU ratification, a covered employee may not accrue more than two hundred (200) hours of compensatory time off.
2. Any compensatory time off in excess of two hundred (200) hours accrued by an employee prior to the date of final MOU ratification shall not be paid-off by the COUNTY unless or until the affected employee so requests; but any overtime earned thereafter by such an employee shall only be paid and shall not be credited as compensatory time off unless and until the employee's total amount of accrued compensatory time off drops below two hundred (200) hours.

ARTICLE 21. UNIFORM ALLOWANCE/MAINTENANCE

The uniform allowance for each covered employee shall continue to be \$500 per fiscal year, payable no later than the 1st of August. Each new employee shall upon employment receive a \$500.00 uniform allowance. Should said new employee not complete twelve (12) months of service as a deputy sheriff of Mono County, the County may recover \$40.00 per month from the new employee for each month of service not completed up to the 12th month. This sum calculated in accordance with the provisions of this paragraph shall be deducted from said employee's final paycheck.

Each covered employee shall also continue to be entitled to receive an additional \$500.00 per year, said sum to be designated as uniform maintenance allowance. This maintenance allowance shall be paid in equal monthly installments.

ASSOCIATION understands that the compensation provided by this Article 21 is taxable and that COUNTY will withhold taxes from said amounts in accordance with applicable state and federal laws (notwithstanding any prior COUNTY practices). All insignia and equipment issued to employees shall be returned to Mono County Sheriff's Department in good condition, ordinary wear and tear excepted, prior to receipt of said employee's final paycheck. Any change or addition to the existing uniform which is ordered by the Sheriff's Department shall be at the County's expense. Compensation for uniforms will be included in the employee's normal payroll check and all checks will be direct deposit.

ARTICLE 22. UNIFORM/CLOTHING

All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination as to whether the clothing is replaced or repaired shall be made by the Sheriff or Undersheriff.

ARTICLE 23. EQUIPMENT

The COUNTY agrees to provide employees with the following equipment, and thereafter replace (with comparable item) or repair such equipment when deemed necessary by the department:

1. parka
2. foul weather boots
3. cold weather gloves
4. snow goggles
5. body armor
6. sunglasses
7. gun
8. holster
9. handcuff case
10. whistle
11. Sam Browne belt

12. baton and holder
13. handcuffs
14. flashlight
15. flashlight batteries
16. flashlight bulbs
17. ammunition
18. raincoat
19. magazine(s)
20. jumpsuit(s), in the discretion of the Sheriff

ARTICLE 24. VACATION

- A. In accordance with the Mono County Code, covered employees shall accrue vacation benefits as follows:**

Initial Employment.....80 hours vacation per year
 After 3 years service.....120 hours vacation per year
 After 10 years service.....136 hours vacation per year
 After 15 years service.....152 hours vacation per year
 After 20 years service.....160 hours vacation per year

- B. Notwithstanding anything to the contrary, the maximum number of vacation hours that may be accumulated by any employee as of December 31st, the end of the calendar year, shall not exceed two and one-half times the employee's then current annual vacation hour accumulation as provided in Mono County Code Section 2.68.110(B), as may be amended or superseded.**
- C. If a covered employee's total accumulated vacation hours exceeds two and one-half times their annual vacation hour accumulation on December 31, then their vacation accrual will cease effective January 1, until the covered employee's accumulation of vacation hours falls at or below two and one-half times their annual accrual (hereinafter "the accumulation cap"). Once the covered employee's accumulation of vacation hours falls at or below the accumulation cap, then their accrual of vacation hours will recommence for the remainder of the calendar year.**
- D. Any covered employees who have accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off. Notwithstanding the foregoing, if a covered employee has made every reasonable effort to use their vacation time throughout the year so as to avoid the aforementioned accumulation cap but nevertheless is not allowed by sheriff's department management to do so because of unexpected manpower needs or safety-related requirements, then the covered employee may request to be compensated by the COUNTY for more than 40 hours of time in a calendar year in order bring his or her total accumulated vacation time at or below the cap as of December 31st.**

ARTICLE 25. SICK LEAVE

- A. Every covered employee shall accrue 8 hours of sick leave with pay for each full calendar month of full-time service, cumulative to a maximum of nine hundred sixty (960) hours.**
- B. All sick leave accumulated by such employee prior to the enactment of the ordinance codified in Chapter 2.68.100 of the County Code shall be carried forward and become a part of any accumulation therein contemplated.**
- C. Any such employee compelled to be absent on account of injury or illness arising out of and occurring in the course of his County employment may elect during such absence to apply accrued sick leave on a prorated basis to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by him under the Worker's Compensation Act and his regular County pay, not to exceed the amount of his accrued sick leave. In like manner, he may elect to use his accrued vacation time and accrued time off for overtime after his sick leave is exhausted. (See Labor Code Section 4850 for law enforcement officers, etc.)**
- D. After five (5) or more years of continuous service, any employee who retires, resigns, dies or is laid off by County action, shall be paid for three-fourths (3/4) of any accumulated sick leave at his regular straight time rate of pay, subject to a maximum of nine hundred sixty (960) hours, said payment to be made to the employee or his designated beneficiary.**
- E. After ten (10) or more years of continuous service, any employee who retires, resigns, dies or is laid off by County action, shall be paid one hundred percent (100%) of any accumulated sick leave at his regular straight time rate of pay, subject to a maximum of nine hundred sixty (960) hours, said payment to be made to the employee or his designated beneficiary.**

ARTICLE 26. JURY DUTY

The Sheriff shall make every attempt to schedule the regular duty of any employee to coincide with the time said employee may be required to serve on jury duty. Should rescheduling not be possible, any time spend by the employee on jury duty which is over eight (8) hours in any twenty-four (24) hour period shall be overtime.

ARTICLE 27. EDUCATIONAL INCENTIVE PAY

Covered employees shall be additionally compensated by the amount shown in items A, B, and C if they meet the listed requirements:

- A. Five percent (5%) for possession of an Intermediate POST Certificate;**

- B. Twelve and a half percent (12.5%), in lieu of the compensation provided by subsection A, for possession of an Advanced or Supervisory POST Certificate;**
- C. Two and a half percent (2.5%) for possession of a bachelor's degree or higher educational degree (note: the amount of compensation does not increase or otherwise vary based on possession of multiple qualifying degrees);**
- D. With respect to Boating Safety Officers and Sheriff's Safety Officers, two and a half percent (2.5%) for possession of an associate's degree (AA/AS), and an additional two and a half percent (2.5%) for possession a bachelor's degree or higher educational degree (i.e., a maximum of 5% possible additional compensation).**

Notwithstanding the foregoing, the maximum total additional compensation that may be received by an employee pursuant to this Article is twelve and a half percent (12.5%) of his or her base salary. For purposes of this Article, "base salary" means the range and step at which the employee is paid.

ARTICLE 28. EDUCATIONAL INCENTIVE PROGRAM

- A. Covered employees who wish to enroll in a job-related or promotion-oriented courses shall be reimbursed by the County for allowable expenses related to the courses in an amount not to exceed \$700.00 per calendar year. Allowable expenses shall be actually incurred, shall include tuition costs and out-of-pocket expenses for required course material and textbooks, and shall be subject to the following:
 - (1) Courses must be taken at or by correspondence from an accredited institution if comparable courses are not offered in local schools or if the work assignment of the individual is such that it does not permit regular classroom attendance. A local school is a school within a fifty (50) mile radius of Bridgeport, California.**
 - (2) Employees will not be granted time off from their regular work schedule to attend such courses.**
 - (3) Approval for the educational assistance program shall be at the written discretion of the employee's Department Head. Such approval shall be obtained by the employee prior to enrollment. A copy of the written approval shall be filed by the Department Head with the Auditor's office.**
 - (4) Required course material and textbooks may be retained by the employee upon satisfactory completion of the course.****
- B. Reimbursement shall be made to the employee within fifteen (15) calendar days after presentation to the Auditor's office (with department head approval) of**

appropriate receipts and proof of completion of the course and a minimum grade of "C" or its equivalent.

ARTICLE 29. HAZARD PAY

All employees assigned to any extra duties deemed hazardous by the Sheriff or his designee shall receive an additional twenty-five dollar (\$25.00) per month.

All employees assigned to the Search and Rescue Team shall receive an additional twenty-five dollars (\$25.00) per month.

ARTICLE 30. BILINGUAL PAY

COUNTY shall provide two hundred dollars (\$200) per month additional compensation for those covered employees who are fluent in Spanish or such other non-English language as the COUNTY may determine it needs and who pass the same standardized testing for bilingual fluency that the COUNTY requires miscellaneous employees (e.g., employees in social services and public health) to pass in order to receive bilingual pay. Compensation for a given employee shall be paid prospectively as of the date eligibility has been determined by the COUNTY.

ARTICLE 31. FIELD TRAINING OFFICER PAY

The COUNTY will provide a five percent (5%) increase to the hourly rate (of base salary – i.e. the range and step at which the employee is paid.) of a covered employee who is acting as a Field Training Officer (FTO), which shall apply only to the hours during which such training actually occurs.

ARTICLE 32. SERGEANT PAY FOR OFF-DUTY CALLS.

A two-hour minimum shall be paid at the overtime rate to a sergeant who is unexpectedly called at home, while otherwise off duty, by COUNTY dispatch or any on-duty County employee regarding COUNTY business that requires his or her immediate attention as a sergeant. If the sergeant is called more than once during the initial two-hour period, any work performed during that initial period shall be considered to be within the initial period and no additional compensation shall be owed. Any calls that have been prearranged or requested in advance shall not be eligible for compensation under this Article. COUNTY may develop and implement such reasonable procedures and forms as it deems necessary to document and validate the occurrence of off-duty calls for which overtime pay may be owing under this Article.

ARTICLE 33. LATERAL HIRE INCENTIVES.

Notwithstanding any contrary provision of the Mono County Code, where the COUNTY's recruitment process shows a prospective employee to have exceptional qualifications and experiences with another law-enforcement agency (a lateral hire), the Sheriff may in his sole discretion approve hiring such person at step "B" or "C" of a particular salary classification and, with concurrence of the COUNTY Administrator or Board of

Supervisors, the Sheriff may approve hiring such person at step "D" or "E" of a particular salary classification. For any such employee hired within twenty-four (24) months prior to the date of final MOU ratification, the Sheriff may in his sole discretion prospectively change the current step of said employee to "B" or "C" and, with concurrence of the COUNTY Administrator or Board of Supervisors, the Sheriff may approve prospectively changing the current step of said employee to "D" or "E." Any such changes shall be made (if at all) within sixty (60) days of the date of final MOU ratification. Note: any change in an existing employee's step shall be prospective only and shall not result in a retroactive salary increase.

ARTICLE 34. ASSOCIATION RELEASE TIME

The Association President and/or his designated representative shall have reasonable time off for out of County association related matter, with the approval of Sheriff's management based upon reasonable coverage criteria, said time off to be limited to one hundred twenty (120) hours. The President or representative shall give management two (2) weeks notice prior to taking time off. The time off shall be the total allowed for both the President and his designated representative. Each are not entitled to one-hundred twenty (120) hours.

ARTICLE 35. TAKE-HOME VEHICLES, PATROL BEATS, AND RELATED ISSUES

A. To facilitate and enhance Department operations, the Sheriff shall determine in his sole discretion whether and when to permit a given deputy to take a marked patrol vehicle home to his/her residence for the purpose of emergency response, call outs and normal patrol functions. In no event shall covered employees who are not deputies be permitted to take vehicles home. As noted above, taking a vehicle home is intended to serve the Department's operational purposes only and not as an employee benefit. The Sheriff reserves the right for any reason and in his sole discretion to rescind any given deputy's prior authorization to take home a patrol vehicle.

B. The geographical locations of the five (5) beat areas are as follows:

Beat 1 - Walker/Coleville: Stateline 395 to the Sonora Junction, reside within Walker to stateline.

Beat 2 - Bridgeport: Bridgeport Valley, not north of Lobdell Lake or south of Bodie Road. Bodie is in Bridgeport area.

Beat 3 - June Lake/Lee Vining: Top of Conway Summit to Crestview Maintenance Station. Need at least one (1) deputy to reside within the June Lake Loop, but not all three (3) deputies. Choice of location in which to reside will be initially based on seniority.

Beat 4 - Long Valley: Crestview Maintenance Station south to south county line on Sherwin Grade, including Wheeler Ridge.

Beat 5 - Benton/Chalfant: California state line to County line on Highway 6, west to Gas Pipe on Highway 120 E and Casa Diablo Road on Benton Crossing Road.

- C. Out-of-Beat Meals. Clarification: regardless of any past practice, the COUNTY does not provide reimbursement, per diem, or any other form or compensation for meals occurring when a deputy works in an area of the COUNTY different than his or her regular beat assignment.**

ARTICLE 36. MISCELLANEOUS

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding of agreements by the parties regarding the matters set forth herein, whether formal or informal, regarding any such matter, are hereby superseded or terminated in their entirety.

ASSOCIATION agrees to the COUNTY's proposed new and/or revised sections of the personnel rules, in the form mutually agreed upon by ASSOCIATION and COUNTY prior to entry into this MOU. Those revised sections of the Mono County Personnel System are attached herewith as Attachment A. Notwithstanding any other provision of this MOU, the parties agree that COUNTY may during the term of this MOU propose revisions to such rules and/or additional personnel rules, provided that COUNTY allows an appropriate opportunity for affected employees and their bargaining units to "meet-and-confer" in compliance with the Meyers-Miliias-Brown Act. ASSOCIATION agrees that once the COUNTY has duly adopted any such new and/or revised personnel rules, such rules shall apply to all employees covered by this MOU.

[INTENTIONALLY BLANK]

ARTICLE 37. HOLD HARMLESS; NON-SEVERABILITY

- A. ASSOCIATION understands that its ability to legally represent and bargain on behalf of its active and retired employees with respect to the matters contained in this MOU is a fundamental basis and material consideration for COUNTY's entry into this MOU.**

- B. Accordingly, ASSOCIATION agrees that in the event COUNTY is ever sued by an active or retired employee on the basis of the ASSOCIATION's alleged inability to legally represent or bargain on behalf of that person with respect to any matter contained in this MOU, then ASSOCIATION will hold the COUNTY harmless from such allegations and reimburse 50% of the COUNTY's costs of defending that suit (including but not limited to attorney's fees and court costs) and paying any judgment or settlement thereof.**

- C. Furthermore, the parties hereby state their intention that no provision of this MOU be severable from any other provision inasmuch as every provision is partial consideration for the other provisions. Accordingly, in the event a court ever declares any provision of this MOU to be void or unenforceable, the parties hereby state that they would not have entered into the MOU without that void or unenforceable provision. In the event of such a court declaration, the parties agree to meet and confer immediately regarding the terms of a replacement MOU.**

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding with the intent that it be effective for the period herein specified.



**LARRY K. JOHNSTON, CHAIRMAN
Mono County Board of Supervisors**

**SETH CLARK, PRESIDENT
Mono County Sheriff's Officers' Association**

APPROVED AS TO FORM:

APPROVED AS TO FORM:



**MARSHALL RUDOLPH
COUNTY COUNSEL**

**MICHAEL MCGILL
ASSOCIATION NEGOTIATOR**

ARTICLE 37. HOLD HARMLESS; NON-SEVERABILITY

- A. ASSOCIATION understands that its ability to legally represent and bargain on behalf of its active and retired employees with respect to the matters contained in this MOU is a fundamental basis and material consideration for COUNTY's entry into this MOU.**

- B. Accordingly, ASSOCIATION agrees that in the event COUNTY is ever sued by an active or retired employee on the basis of the ASSOCIATION's alleged inability to legally represent or bargain on behalf of that person with respect to any matter contained in this MOU, then ASSOCIATION will hold the COUNTY harmless from such allegations and reimburse 50% of the COUNTY's costs of defending that suit (including but not limited to attorney's fees and court costs) and paying any judgment or settlement thereof.**

- C. Furthermore, the parties hereby state their intention that no provision of this MOU be severable from any other provision inasmuch as every provision is partial consideration for the other provisions. Accordingly, in the event a court ever declares any provision of this MOU to be void or unenforceable, the parties hereby state that they would not have entered into the MOU without that void or unenforceable provision. In the event of such a court declaration, the parties agree to meet and confer immediately regarding the terms of a replacement MOU.**

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding with the intent that it be effective for the period herein specified.

LARRY K. JOHNSTON, CHAIRMAN
Mono County Board of Supervisors



SETH CLARK, PRESIDENT
Mono County Sheriff's Officers' Association

APPROVED AS TO FORM:

APPROVED AS TO FORM:



MARSHALL RUDOLPH
COUNTY COUNSEL

MICHAEL MCGILL
ASSOCIATION NEGOTIATOR

ARTICLE 37. HOLD HARMLESS: NON-SEVERABILITY

- A. ASSOCIATION understands that its ability to legally represent and bargain on behalf of its active and retired employees with respect to the matters contained in this MOU is a fundamental basis and material consideration for COUNTY's entry into this MOU.**
- B. Accordingly, ASSOCIATION agrees that in the event COUNTY is ever sued by an active or retired employee on the basis of the ASSOCIATION's alleged inability to legally represent or bargain on behalf of that person with respect to any matter contained in this MOU, then ASSOCIATION will hold the COUNTY harmless from such allegations and reimburse 50% of the COUNTY's costs of defending that suit (including but not limited to attorney's fees and court costs) and paying any judgment or settlement thereof.**
- C. Furthermore, the parties hereby state their intention that no provision of this MOU be severable from any other provision inasmuch as every provision is partial consideration for the other provisions. Accordingly, in the event a court ever declares any provision of this MOU to be void or unenforceable, the parties hereby state that they would not have entered into the MOU without that void or unenforceable provision. In the event of such a court declaration, the parties agree to meet and confer immediately regarding the terms of a replacement MOU.**

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding with the intent that it be effective for the period herein specified.

LARRY K. JOHNSTON, CHAIRMAN
Mono County Board of Supervisors



SETH CLARK, PRESIDENT
Mono County Sheriff's Officers' Association

APPROVED AS TO FORM:

MARSHALL RUDOLPH
COUNTY COUNSEL

APPROVED AS TO FORM:



MICHAEL MCGILL
ASSOCIATION NEGOTIATOR

Exhibit B

**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MONO AND THE MONO COUNTY SHERIFF'S OFFICERS'
ASSOCIATION (AKA THE DEPUTY SHERIFFS' ASSOCIATION)**

This Agreement, between the County of Mono and the Mono County Sheriff's Officers' Association (aka the Deputy Sheriffs' Association), amends the Memorandum of Understanding (MOU) in effect from January 1, 2014, through December 31, 2016. Specifically, in order to allow alternative work schedules and provide for overtime pay for grant-funded activities, the parties have agreed to add Articles 20a and 20b to the MOU, which shall read as follows:

ARTICLE 20a: 80-HOUR, 14-DAY WORK PERIOD

Effective January 17, 2016, employees assigned to the 3/12-4/12 work schedule shall be on an eighty (80) hour, fourteen (14) day work period pursuant to section 7(k) of the Fair Labor Standards Act (29 USC § 207 (k)). All hours actually worked in excess of eighty (80) hours in the fourteen (14) day work period will be paid at 1 ½ times the regular rate of pay.

ARTICLE 20b: CONTRACT OVERTIME

The Sheriff shall have the ability to designate additional overtime for grant-funded details that will be paid at 1 ½ times the regular rate of pay for such work, regardless of hours worked during the work period.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Second Amendment with the intent that it be effective for the period herein specified.

FRED STUMP, CHAIRMAN
Mono County Board of Supervisors

MARK HANSON, PRESIDENT
Mono County Sheriff's Officers' Association

APPROVED AS TO FORM:

APPROVED AS TO FORM:

STACEY SIMON,
ACTING COUNTY COUNSEL

MICHAEL W. JARVIS, LABOR CONSULTANT
Mastagni Holstedt



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2016

Departments: CAO

TIME REQUIRED 25 minutes (15 minute presentation;
10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Danna Stroud and Randi Jorgensen

SUBJECT Sierra Nevada Conservancy (SNC)
Presentation

AGENDA DESCRIPTION:

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

SNC's Watershed Improvement Program (WIP) Regional Strategy.

RECOMMENDED ACTION:

1. Hear presentation by SNC Mt. Whitney Area Representative, Danna Stroud regarding the Sierra Nevada Watershed Improvement Program (WIP) Regional Strategy and provide feedback. 2. Consider approving and authorizing the Board Chair to sign the Statement of Endorsement for the Sierra Nevada Watershed Improvement Program.

FISCAL IMPACT:

None.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5414 / 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
<input type="checkbox"/> Staff Report
<input type="checkbox"/> SNC WIP Regional Strategy
<input type="checkbox"/> WIP Fact Sheet
<input type="checkbox"/> WIP Endorsement Form

History

Time	Who	Approval
3/7/2016 3:48 PM	County Administrative Office	Yes
3/9/2016 9:39 AM	County Counsel	Yes
3/9/2016 7:34 PM	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

March 15, 2016

To: Honorable Board of Supervisors

From: Leslie Chapman, CAO

Subject: Sierra Nevada Conservancy (SNC) Watershed Improvement Program (WIP) Regional Strategy Presentation

Recommendation:

1. Hear presentation by SNC Mt. Whitney Area Representative, Danna Stroud regarding the Sierra Nevada Watershed Improvement Program Regional Strategy and provide feedback.
2. Consider approving the Board Chair to sign the attached Statement of Endorsement for the Sierra Nevada Watershed Improvement Program.

Discussion:

The [Sierra Nevada Watershed Improvement Program \(WIP\) Regional Strategy](#) was released for public comment on February 10th. Danna Stroud, SNC Mt. Whitney Area Representative shared the attached draft document with Mono County along with the following information:

The WIP Regional Strategy identifies key information, trends, plans, efforts, and data for major categories influencing watershed health, as well as the process and timeline for implementing the WIP.

The key activities are:

- assessing watershed restoration needs across the Sierra
- increasing investment in the Region
- addressing policy issues to ensure the implementation of needed restoration projects and the infrastructure needed to support such efforts

The SNC and the USFS Region 5 will act as the primary coordinators of the WIP and partner activity. However, given the scope and scale of this program, SNC's partners' active engagement and participation will be critical. That is why we were encouraged to provide feedback on the WIP Regional Strategy by sending an email to SNCWIP@sierranevada.ca.gov. The comment period is open until March 18, 2016.

In addition to commenting on the WIP Regional Strategy, there is an opportunity for Mono County to consider becoming an “endorser” of the WIP. Being an endorser of the WIP means a listing on the WIP webpage and inclusion in WIP communication to potential partners and interested parties. There may be opportunities for endorsers to reach out to constituents or state and federal elected officials to show support for the WIP. A copy of the WIP Endorsement Page is attached to this report. With the approval of the Board of Supervisors, Mono County will be added to the WIP endorsement list.

Fiscal Impact:

None



Sierra Nevada Watershed Improvement Program Regional Strategy

DRAFT

**For Public Review and Comment
February 1, 2016**

Table of Contents

Executive Summary	3
Sierra Nevada Regional Strategy Overview	7
Assessing Restoration Needs	8
Public Lands Assessments	8
Watershed Restoration Needs Assessments	8
WIP Implementation	10
Increased Investment	10
Federal Government	10
State Government	11
Local Government	11
Private Stakeholders	11
Nonprofit Organizations	11
Out-of-Region Beneficiaries	11
Addressing Key Policy Issues	12
Air Quality and Prescribed Fire	12
GHG Emissions Reduction and Carbon Storage	13
Water Quality and Quantity	13
Wood and Biomass Utilization	14
Landscape-scale Restoration	15
Federal Lands Management Opportunities	15
Project Identification and Implementation	15
Socio-economic Implications	16
Communications and Outreach	17
Timeframe	18
Metrics	19
Conclusion	19
Appendix A. State and Federal Plans and Guidance Document Updates	20
Appendix B. Watershed Assessment Areas Map	23
Appendix C. WIP MOU between Natural Resources Secretary and Regional Forester for USFS Region 5	24

Sierra Nevada Watershed Improvement Program Regional Strategy

“Only an environmental restoration program of unprecedented scale can alter the direction of current trends.”

U.S. Forest Service Region 5 Ecological Restoration Leadership Intent

Executive Summary

The Sierra Nevada Region (Region) is critically important to the environmental and economic well-being of California. It is the source of origin for more than 60 percent of the state’s developed water supply, headwaters of the State Water Project and federal Central Valley Project, and primary source of fresh water for the Delta. The Region’s forested watersheds store massive amounts of carbon, provide crucial habitat to hundreds of species, provide world-class recreational opportunities enjoyed by millions, and are major producers of wood products and hydroelectric power.

Several high-profile statewide plans and programs identify the importance of the Sierra to the state’s well-being and recognize the critical state of its forests, including the California Water Action Plan and the AB 32 Scoping Plan (see appendix A for a more expansive list). Recently, Governor Brown issued a Proclamation of Emergency addressing the substantial tree mortality occurring in California. The governor identified a number of actions state government will be undertaking to address this issue, all consistent with the objectives of the Sierra Nevada Watershed Improvement Program (WIP). The initial focus of activities under the Proclamation is on six southern Sierra counties.

Why is the WIP necessary?

Today, all is not well in this critical Region of California. Many Sierra Nevada watersheds are unhealthy with overgrown forests, suffering uncharacteristically large and intense fires and dramatic amounts of tree mortality. Degraded streams and meadows exist throughout the Region, some a result of decades-old practices such as legacy gold mining, road building, and grazing. Many Sierra communities also face extreme adverse economic conditions. Clearly, the severe drought conditions we face have made the situation worse and the projections of a changing climate portend more trouble ahead.

The occurrence of uncharacteristically large, intense wildfire presents the most significant threat to the Region. In fact, the number of acres burned on the western slope of the Sierra has increased steadily, and with a normal fire season in 2016, we will

establish a new record for acres burned in a decade – with four years left in the decade. In addition, the historic average of nearly 20 percent of acres burned succumbing to high-intensity fire has steadily increased to nearly 30 percent. Nearly 40 percent of the 2013 Rim Fire area burned at high intensity, and almost 50 percent of the 2014 King Fire area burned at high intensity. Additional information detailing the conditions of Sierra forests can be found in the [State of the Sierra Nevada's Forests](#) report, published by the Sierra Nevada Conservancy (SNC) in 2014.

To be clear, not all fire is bad. In fact, fire has always been an essential part of the Sierra Nevada ecosystem. A key component of the WIP will be to significantly increase the use of fire as an ecological restoration tool in appropriate locations and under suitable conditions.

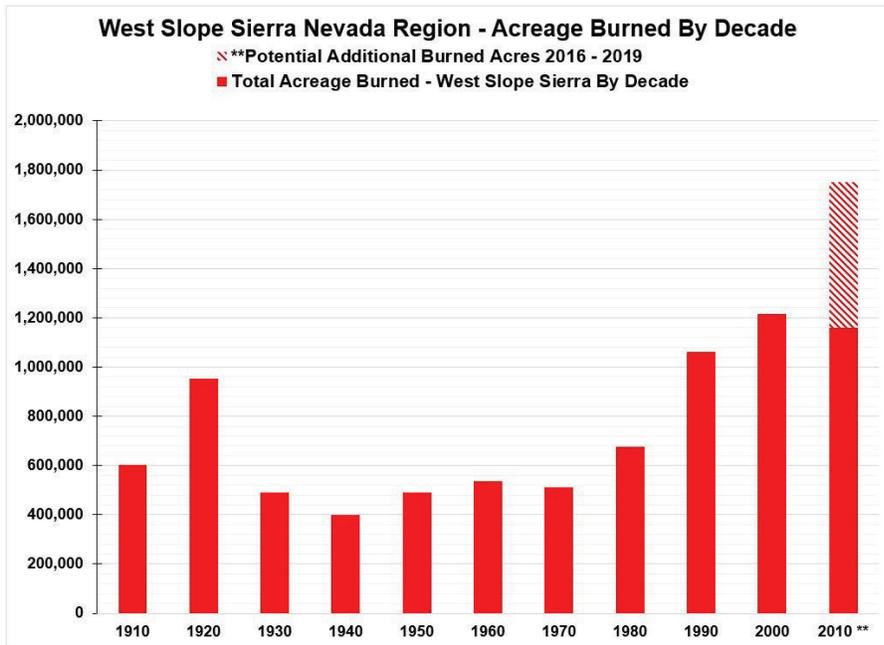
What is the WIP?

The Sierra Nevada Watershed Improvement Program (WIP) is a coordinated, integrated, collaborative program to restore the health of California's primary watershed through increased investment, needed policy changes, and increased infrastructure. This comprehensive effort is being organized and coordinated by the Sierra Nevada Conservancy (SNC) and U.S. Forest Service (USFS) in close partnership with other federal, state, and local agencies as well as diverse stakeholders, and aims to increase the pace and scale of restoration in the Sierra Nevada Region.

The USFS Region 5, in its Ecological Restoration Leadership Intent, noted a need to "increase forest resilience through treatments (including prescribed fire and thinning) and wildfire, resulting in resource benefits to approximately 9 million acres on national forest system lands." This equates to an increase of from 200,000 to 500,000 acres per year. When completed, analyses conducted for the WIP will provide the implementation plan for the Leadership Intent.

The WIP is a large-scale restoration program designed to address ecosystem health in the Sierra Nevada in a holistic manner and encompass concerns including wildfire, water reliability, habitat, infrastructure, recreation, socio-economic, and public safety issues. By restoring and protecting the health of Sierra forests, streams, meadows, and soils, we can achieve the following objectives:

- Reduce the risk and consequences of large, damaging wildfires
- Reduce greenhouse gas (GHG) emissions and stabilize carbon storage
- Improve and protect air quality
- Improve and protect the quantity and quality of water available year-round
- Improve and protect habitat for wildlife, fish, and plant species
- Improve local socio-economic conditions and public safety



The amount of area consumed by fire in the Sierra Nevada continues to increase.

The current decade will likely shatter the record for acres burned.

**The hatched-bar graph above adds the average yearly west slope Sierra Nevada Region acres burned between 2000 and 2015 to the remainder of the decade of 2010. This is not based on climate or fire season predictions.

This Regional Strategy identifies the processes, steps, and activities needed to achieve these objectives. The foundation of the WIP will include watershed-by-watershed assessments that identify a wide range of restoration needs including forest, stream, and meadow restoration; invasive species removal; sediment reduction treatments; and abandoned mine lands restoration. The full range of activities will be identified during the assessment phase, as local conditions will vary from watershed to watershed.

The WIP will build upon existing efforts while providing a basis for exploring new models for getting restoration work done more effectively at the watershed level. At least two pilot watersheds will be selected where agencies and stakeholders will work to explore and potentially employ new models for delivery of watershed restoration activities.

The key focus areas of the WIP are:

Increased Investment in Restoration

Significant financial investments are needed now to increase the pace and scale of watershed restoration in the entire Sierra Nevada Region. The WIP will serve as a tool to attract and focus investments in watershed restoration from a broad array of stakeholders, including federal, state, and local governments; special districts; private and corporate interests; nonprofit organizations and foundations; and out-of-Region beneficiaries.

Addressing Key Policy Issues Affecting Restoration

A number of policy-related issues need to be addressed in order to restore Sierra forests and watersheds to a healthier state. Even if funding is increased to support more restoration activities, if impeding policy challenges are not addressed, it will be virtually impossible to make significant progress toward establishing resilient Sierra forests that provide for the health and well-being of all California.

Increased Infrastructure Needed for Restoration

The lack of wood- and biomass-processing infrastructure remains a significant impediment to forest restoration efforts – the Sierra’s forest-related infrastructure must be enhanced if it is to handle the pace and scale of needed restoration. In doing so, it will be imperative that policies and procedures are aligned to appropriately provide for the maximization of local contracting opportunities in forest restoration activities.

The WIP is designed to increase coordination and interaction at the Regional and watershed levels. It is not intended to create a singular set of restoration priorities, but rather to assist in harmonizing the multiple organizational restoration activities and objectives that already exist in the Region. It also provides an opportunity to explore new models and approaches in achieving large landscape restoration. In order to gauge success of the WIP, performance measurement metrics will be developed and regularly reported on as part of WIP communications efforts. As noted above, the WIP is the implementation plan for the USFS Ecological Restoration Leadership Intent. A key metric will be the answer to this question: have we increased the pace-and-scale of ecological restoration?

Overview

In March 2015, the USFS and the SNC co-hosted a summit to launch the WIP, with participation from a number of state, federal, and local agencies, and key stakeholders. In September 2015, a Memorandum of Understanding (MOU) between Natural Resources Secretary John Laird and the Regional Forester for USFS Region 5, Randy Moore, committed ongoing support to the effort and helped to guide this program. The MOU identified the SNC as the lead state agency for the WIP (Appendix C).

This Regional Strategy identifies key information, trends, plans, efforts, and data for major categories influencing watershed health, as well as the process and timeline for implementing the WIP. The key activities are assessing watershed restoration needs across the Sierra, increasing investment in the Region, and addressing policy issues to ensure the implementation of needed restoration projects and the infrastructure needed to support such efforts. The Regional Strategy identifies opportunities to leverage collective resources to effect significant on-the-ground progress towards watershed resilience, and specific metrics will be developed to measure the program's success.

The SNC and USFS Region 5 will act as the primary coordinators of the WIP and partner activity. Given the scope and scale of this program, however, the active engagement and participation of governmental and non-governmental partners will be critical. The creation of steering and/or advisory groups will occur as needed to move the program forward. This may occur at both the Regional and watershed level.

The WIP process consists of two primary activities: assessing the level and cost of watershed restoration needs in the Region, watershed by watershed; and implementation, which includes project identification and completion, increased investment, and addressing key policy issues.

WIP-supported activities will build upon and enhance existing collaborative efforts addressing watershed restoration. The WIP process also provides an opportunity to explore new models for delivering restoration activities.



WIP Watershed Assessment Areas Map

Assessing Restoration Needs

In addition to addressing key issues at a Sierra Nevada Regional level, the WIP also will identify critical issues and restoration opportunities at the watershed level. Initially, information will be gathered in sixteen identified watersheds (see map, Appendix B) and will include assessments of restoration needs on public lands, as well as available information on needs, plans, reports, and existing efforts within each watershed. These dynamic assessments will allow information to be added over time, and some watersheds may require unique categories or situations to be addressed.

Watershed Level Assessments will provide baseline knowledge, and present information to help steer interested partners to specific watersheds, issues, or types of restoration. The assessments will paint a picture of on-the-ground conditions and restoration needs across the Sierra Nevada, help identify areas best suited for deploying a more detailed assessment process, and provide a basis for exploring new models for accomplishing restoration work more effectively at the watershed level.

Public Lands Assessments

Given the USFS's role as the program's primary federal partner, the WIP effort is beginning with the USFS assessing the holistic restoration needs of the lands it manages in the Region. Certain activities, such as timber harvesting, on the USFS lands can generate revenue for the agency, increasing the ability to conduct additional restoration activity. However, many of the needed actions will not generate any revenue and require funding to be carried out. The National Forest Watershed Assessments will consider a wide range of watershed restoration issues on USFS lands, including forest health and fuel reduction projects, meadow and stream restoration, habitat restoration and enhancement projects, invasive species removal, sediment reduction activities, aquatic organism passage issues, and abandoned mine lands remediation. Other restoration issues may be added on a forest-by-forest basis, based on local conditions. The assessments will quantify restoration needs and costs for the next decade, as well as identify key constraints that affect restoration efforts. These assessments will be completed by mid-2016, when they will be integrated into the overall watershed assessments defined by the sixteen watershed assessment areas identified for the WIP.

The Bureau of Land Management and the National Park Service are also expected to engage in a similar exercise, although details of those assessments have not been worked out.

Watershed Restoration Needs Assessments

The condition and needs of each watershed will vary, and multiple partners will be relied upon to gather relevant data and help develop localized strategies for moving assessments forward in the sixteen watersheds. This effort has been initiated by the Sierra Coordinated Resources Management Council (SCRMC), a

Joint Powers Authority comprised of several Sierra Nevada Resource Conservation Districts (RCDs), through an interagency agreement funded by the SNC and USFS Region 5. This arrangement relies on the RCDs' local relationships and on-the-ground knowledge of these watersheds to gather, verify, and summarize available information regarding restoration needs, plans, reports, and efforts. The watershed assessments are expected to be completed by early 2016.

The main focus for the SCRMC staff will be gathering the following data (if other relevant categories are identified, they will be added):

- Reports, studies, plans
- Traditional Ecological Knowledge (TEK)
- Collaborative groups and efforts
- Key stakeholders
- In-watershed and downstream beneficiaries
- Model projects

Together, the public lands and broader watershed assessments will be used as a foundation for identifying and increasing the pace and scale of restoration activities in the Sierra Nevada. The WIP will bring agencies, stakeholders, and valuable information together, and be the hub of a network connecting partners to data, funding, projects, and each other in order to more efficiently restore Sierra watersheds. The assessments are expected to inform and support decisions on increased investment and key policies. They will likewise help connect funders and decision makers to specific projects, issues, and partners in areas of interest to implement needed restoration.

Forest restoration work removes excess brush and trees, returning the forests to a more healthy and resilient state.



Before

Photo Credit: The Nature Conservancy



After

WIP Implementation

Increased Investment

Significant financial investments are needed now to increase the pace and scale of forest and watershed restoration in the entire Sierra Nevada Region. The WIP will serve as a tool to attract and focus watershed restoration investments from a broad array of stakeholders, and help ensure investments will maintain and increase the benefits that come from these watersheds.

Successful implementation of the WIP will require commitments to invest from all stakeholders, including federal, state, and local governments; special districts; private and corporate interests; nonprofit organizations and foundations; and out-of-Region beneficiaries. Failure to invest at the needed levels will result in the continued deterioration of the Region's natural, social, and economic benefits, to the detriment of all.

Federal Government

The largest landholder in the Sierra Nevada Region is the USFS, although significant acreage is under the responsibility of the Bureau of Land Management, National Park Service, U.S. Fish and Wildlife Service, Bureau of Reclamation, Department of Defense, and the Bureau of Indian Affairs. The public at large places many demands on these federal lands and derives multiple benefits from resources found on these lands. Sustainable management of these public resources requires investments to secure long-term benefits of clean water, clean air, forest products, fish and wildlife resources, tourism attractions, and healthy communities. In addition, the Natural Resources Conservation Service (NRCS) provides significant support for private landowners in the Region and U.S. Department of Agriculture (USDA) Rural Development has been an active partner on restoration-related activities in the Region.

There are a number of existing federal programs and funding streams that align with WIP objectives, and efforts will be undertaken to increase the Sierra Nevada's share of these opportunities.

One key issue that is currently garnering considerable attention is federal legislation intended to correct "wildfire borrowing" by putting wildfire disasters on par with natural disasters such as floods, tornadoes, and hurricanes for response funding. The current system forces the USFS to pay for fire suppression costs above the appropriated amount out of other budget categories, including restoration. For the fiscal year that ended in Fall 2015, the USFS redirected \$700 million from important programs including recreation, research, watershed protection, rangeland management, and forest restoration to cover fire suppression costs. The State and Private Forestry program, the leading federal effort to provide technical and financial assistance to protect communities from wildfire, lost \$37 million that instead went to cover fire suppression costs.

State Government

California is a major stakeholder and landowner in the Region, and its citizens are the primary beneficiaries of resources originating in the Region. Increased levels of investment are needed from state sources to restore and maintain lands that provide environmental and economic benefits for all of California. There are a number of state funding sources that could be accessed and/or enhanced to contribute to the WIP including, but not limited to:

- Proposition 1 (and other bonds) grant funds
- Greenhouse Gas Reduction Fund
- California Electric Program Investment Charge
- State Responsibility Area funds

Local Government

Counties, cities, special districts, and other local governments operating in the Region continually invest in their respective jurisdictions at levels they can afford. Investments made at this level contribute to the benefits received by all beneficiaries, in and out of the Region, and must be accurately tracked. Examples include, but are not limited to, Community Wildfire Protection Plans (CWPPs) and Integrated Regional Water Management planning (IRWMs). The WIP will provide opportunities for these local governments to receive credit or recognition for their stewardship and investment in the Region, and provide a platform to leverage additional investments in their respective watersheds.

Private Stakeholders

The economic survival of many private businesses is directly attributable to the continued health of Sierra Nevada watersheds. Since much of the responsibility for managing and maintaining the resources used by the private sector falls to public agencies, a strong partnership will be required to leverage additional investment from the private sector. Clear and compelling examples of the need for additional private investment must be developed and demonstrated.

Nonprofit Organizations

Numerous nonprofit organizations operate within the Sierra Nevada. These organizations range in size and capacity, and will play a critical role in implementing projects and securing funds to support the WIP. They can play important roles in monitoring and data collection to ensure the effectiveness of restoration efforts, and must also be collaboratively engaged and involved in representing the public in political processes. The collective influence of this sector will be extremely important, and unified messaging is essential.

Out-of-Region Beneficiaries

Water agencies, municipalities, utilities, agricultural interests, irrigation districts, and others beyond the Sierra Nevada derive benefits from ecosystem services that

originate in the Region. Engaging partners and beneficiaries beyond the Sierra Nevada Region in investing to protect and enhance those benefits is essential.

Addressing Key Policy Issues

There is growing understanding that a number of key policy issues at the federal and state level affect the pace and scale of forest restoration in the Sierra Nevada. These include policies established by public land management agencies, as well as by statute and regulation. The WIP provides a forum for identifying, reviewing, and discussing ecological needs and potential necessary and appropriate policy changes.

Clearly, opportunities to establish more reliable, policy-based funding sources for restoration in the Sierra exist, but coordination among federal, state, and local agencies and private partners is necessary.

A number of policy areas exist that affect restoration efforts and provide examples of issues to be addressed as a part of the WIP:

Air Quality and Prescribed Fire

Prescribed fire, under appropriate conditions, is an important restoration tool that improves forest resiliency and reduces the risk of large, high-intensity fires. However, a number of factors including air quality regulations, staffing, funding, and liability issues can restrict the use of prescribed and managed fire.

Existing policies may have the unintended consequence of enabling larger, more damaging fires to occur and result in far more emissions than would have been released by prescribed fire. Working with the U.S. Environmental Protection Agency (EPA), CalEPA, California Air Resources Board, and local air districts to determine strategies to achieve air quality objectives while allowing for an increased use of fire will be an important focus of the WIP. WIP partners will also work with local communities, health care professionals, and recreation/tourism leaders to educate parties about the value of prescribed fire. An MOU entered into in Fall 2015 between a number of parties including the USFS, CAL FIRE, SNC, and key stakeholders provides an excellent framework for addressing these issues.



Smoke plume from the 2014 King Fire in El Dorado County
Photo courtesy of Tim Webster

Increased use of prescribed fire as a restoration tool will reduce emissions from larger, more severe wildfire events.

GHG Emissions Reduction and Carbon Storage

Since 2000, the climate and fire behavior patterns in California have differed significantly from the previous century. Sierra Nevada forests are huge carbon reservoirs, but high-intensity wildfires and massive tree mortality are turning storage pools into emissions sources. For example, the Rim Fire of 2013 produced GHG emissions equivalent to the emissions of 2.3 million vehicles in one year, counting only the fraction of total emissions that occurred during the fire. Additionally, more and more conversion of forests to shrub and/or grassland has been documented, dramatically reducing the capacity for storing carbon. Finally, millions of trees in the Sierra are dead as a result of the drought and forest conditions. This number is expected to increase in the immediate future.

Identifying immediate and long-term mechanisms to increase investment in the Sierra Nevada through the Greenhouse Gas Reduction Fund will be critical as California works to meet emission reduction goals. As state officials adopt policies guiding the use of these funds, it is important to understand the opportunities that exist to provide for stable long-term carbon storage while reducing GHG emissions from uncharacteristic high-severity fire. Additional investment in meadow restoration also offers a positive opportunity for stable carbon storage.

Water Quality and Quantity

If California is to restore its primary watershed and increase reliability of the water supply for a growing population, protecting and improving water quality is critical. For example, the impacts on surface water from abandoned mines present unique challenges in many Sierra watersheds. Mercury, sediment, and other substances from abandoned mines in the Sierra travel downstream, impairing California's reservoirs and accumulating in the Sacramento-San Joaquin Delta and the

San Francisco Bay. Adopting policies and providing investments that remediate these substances is an important component to a holistic approach to water quality.

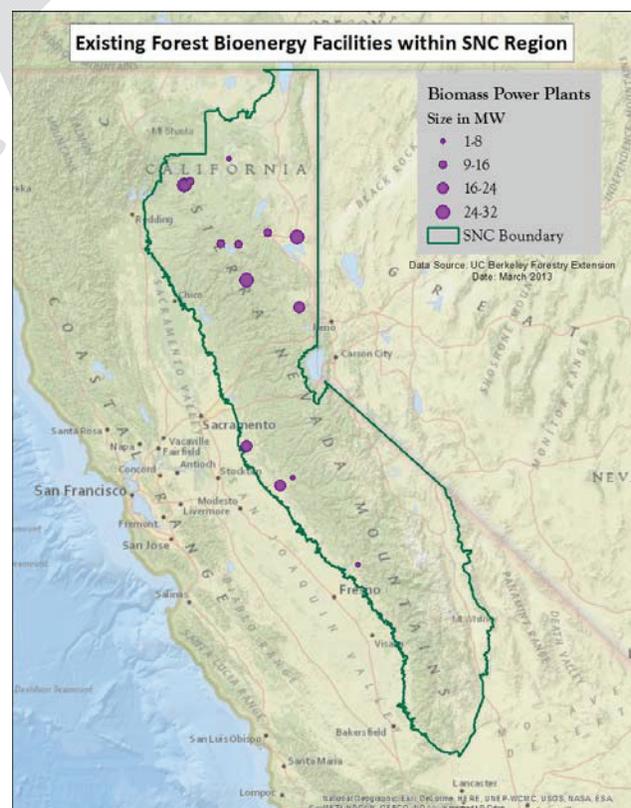
Healthy watersheds likewise contribute to stable water yield and reduced sedimentation. Sedimentation rates from high-intensity burn areas are at least five to ten times greater than experienced in low- or moderate-intensity burn areas. Post-fire sedimentation not only degrades water quality and damages infrastructure, but also fills reservoirs and reduces storage capacity.

Wood and Biomass Utilization

The lack of wood- and biomass-processing infrastructure in the Sierra Nevada is a significant impediment to forest restoration efforts. While recent state policy efforts such as the Bioenergy Action Plan, SB 1122 (2012), and Governor Jerry Brown’s Proclamation of Emergency addressing tree mortality (2015) provide direction on increasing the use of forest biomass for energy production, a number of challenges remain. Utilizing biomass removed as part of restoration efforts can improve community safety, offset forest restoration costs, and reduce GHG emissions. Biomass power generation is heavily constrained by the cost of transporting the feedstock material (wood chips) from the field to the plant – transportation costs often exceed the value of the fuel.

The USDA Biomass Crop Assistance Program (BCAP), which subsidizes transportation costs using Farm Bill funding, has been a critical resource for biomass energy facility operators and provides greater potential for the future. Additionally, the USFS Woody Biomass Utilization Grant program provides another source of funding to promote and support the utilization of woody biomass, products, and residues from forest restoration. Matching funds from the Greenhouse Gas Reduction Fund could help alleviate some transportation costs and would be highly beneficial to forested landscapes, the economy, and California’s renewable energy goals.

Milling capacity, in particular for smaller diameter trees, is also very limited in the Sierra Nevada. In recent years, a significant portion of mill capacity was met with logs burned in wildfire, reducing opportunities for managing “green forests.” Considering new business models that can utilize materials removed as a part of forest



restoration activities, including a wider range of small diameter wood products, is essential.

Landscape-scale Restoration

The variety of policies, regulations, issues, responsible agencies, and range of stakeholders active in the Sierra Nevada make landscape-level restoration complicated and challenging. Addressing these issues requires continuing efforts to engage a wide range of stakeholders in fully understanding the potential impacts and benefits associated with changing various processes versus maintaining the status quo. Identifying opportunities to improve the efficiency of planning processes and enhancing the coordination and integration of various processes will result in increased ecologically sound restoration activities in the Sierra Nevada.

Identifying specific opportunities to demonstrate more efficient approaches to landscape restoration planning as it relates to National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and state and federal Endangered Species Acts (ESA) processes is critical to increasing the pace and scale of ecological restoration. For instance, species such as the California spotted owl, Sierra Nevada fisher, and other native species require dense canopies and large mature trees to live and reproduce. Land managers struggle with the responsibility to treat overstocked forests to prevent large wildfires while also working to improve forest conditions to meet the habitat requirements for native species.

Federal Lands Management Opportunities

Because the federal government is the largest land manager in the Sierra Nevada, its land management practices have significant impacts on the benefits Californians receive from the Region. Therefore, it is critical to identify and evaluate policies that affect the pace and scale of restoration. For example, the combination of the 2012 National Forest Planning Rule, which emphasizes ecological integrity and sustainability, and the forest plan revisions themselves offers a great opportunity for re-evaluating policies, processes, and guidance at the forest level. Also, utilizing authority granted under the most recent Farm Bill, including the expansion of Sierra Nevada areas designated as “insect and disease threat areas” and the Good Neighbor Authority, provides opportunities to achieve significant restoration efforts.

Project Identification and Implementation

By better identifying true restoration needs and costs, increasing restoration investment, and addressing key policy issues, implementation of the WIP will result in an increase in the pace and scale of on-the-ground restoration activities, meeting the USFS Region 5 Leadership Intent for Ecological Restoration.

The WIP serves as a hub connecting partners to data, funding, projects, and each other in order to more efficiently and effectively implement the restoration projects needed to restore the health of Sierra watersheds. As the WIP is fully implemented, specific

restoration projects will be identified and considered in the context of each watershed. The WIP will provide the following:

- Data regarding the need for restoration, including restoration projects that have been identified
- Information about issues critical to watershed health, and strategies for addressing them
- Information on potential funding sources for various project types
- Facts regarding partners and project plans at the Regional and watershed levels
- Information about successful collaborations and funding invested in the Sierra Nevada

The WIP also creates the opportunity to explore new models for delivering restoration activities to Sierra watersheds. Given the mix of land owners and managers, various regulatory regimes, and competing priorities, determining a more efficient and effective way to achieve the work needed may be an outcome of the WIP. As mentioned previously, at least two pilot watersheds will be selected for exploring new models for delivering watershed restoration activities.

Socio-economic Implications

The Sierra Nevada would greatly benefit from a robust, skilled workforce to conduct proposed restoration work. Groups such as the Amador Calaveras Consensus Group and Calaveras Healthy Impact Product Solutions (CHIPS) are examples of restoration-focused collaboratives with workforce development as a key component. These workgroups emphasize diversity in the workforce and keep work local to provide maximum benefit to the communities where the work originates. Workforce development opportunities like these programs should be considered for replication throughout the Sierra Nevada.

Another key component of improving the social well-being of Sierra Nevada communities is the utilization of contracting options that maximize local benefit. Significant work on this issue has been done by the USFS, SNC, and partners to clarify options that exist at the project level, and provides an opportunity for further progress.

Communications and Outreach

The WIP is complex, with many moving pieces and partners. It cannot succeed without consistent messaging delivered to prioritized audiences through effective channels. The goals of the WIP include increasing investment to restore watershed health in the Sierra Nevada, addressing policy barriers limiting the pace and scale of restoration, and increasing the infrastructure necessary to increase the pace and scale of ecological restoration.

Those who have the ability to direct funding and alter policy within the Sierra Nevada Region are the primary audiences. With the support of our partners, we will work to develop and utilize key messages, produce communications tools and materials that support those messages, and implement outreach and communications strategies that utilize existing frameworks for collaboration and engaging our key audiences.

A successful communications strategy for the WIP will:

- Establish the Sierra Nevada Region as a critical component of California's water and climate future



Engaging local crews and restoration-focused collaboratives that emphasize workforce development, such as the Calaveras Healthy Impact Product Solution (CHIPS) whose crew is shown thinning the forest above, brings jobs to communities in the Sierra, many of which are economically disadvantaged.

- Encourage partners, policy-makers, and decision-makers to view the WIP as California’s solution to addressing declining forest and watershed health in the Sierra
- Establish the WIP as the program for distributing state forest and watershed health-related funding in the Sierra
- Encourage policy-makers and decision-makers to implement new policies and recommend legislation that helps improve forest and watershed health in the Sierra Nevada, and begin addressing past policies and legislation that hinder ecological restoration in the Region
- Provide partners across the Region with the messages and tools they need to communicate the value of the WIP to primary audiences
- Enable all partners to speak clearly and coherently about the WIP, and incorporate these messages into their Regional work activities

Timeframe

The WIP is a long-term, ongoing effort that evolves and serves as a hub for the restoration of Sierra Nevada watersheds. The critical first phase includes engaging appropriate partners to continue to refine the WIP strategy and identify details required to ensure implementation success.

The assessment phase described above is expected to be substantially completed by mid-2016 and may be refined over time as additional partners engage with the WIP. Project implementation will occur on an ongoing basis, with the assessments and efforts to increase investment and address policy issues serving to increase the pace and scale of activities.



Without bold action, the iconic landscapes of the Sierra and the many benefits they provide all Californians are at great risk. The Sierra Nevada Watershed Improvement Program is the solution to addressing declining forest and watershed health in the Sierra Nevada.

Metrics

Metrics will be identified and utilized to measure progress of on-the-ground restoration activities. Identifying meaningful performance metrics will be critical to WIP implementation success, and the process of establishing restoration metrics will rely heavily on partner expertise and engagement. Where possible, appropriate metrics already established by WIP partners will be utilized. Active partner engagement will refine the development of appropriate performance metrics, which may include:

- Amount of increased funding invested in the Sierra Nevada Region
- Reduction of fire threat (wildland-urban interface [WUI] and non-WUI)
- Percentage of fire acres burning at high, medium, and low severity
- Tons of carbon sequestered and GHG emissions avoided
- Number of acres of forests and meadows improved or restored
- Number of acres of habitat improved or restored
- Number of sites of abandoned mine lands restored
- Acreage treated through prescribed/managed fire
- Development of new infrastructure for forest products (hard infrastructure)
- Number of new jobs created or preserved
- Amount of funding spent in fire suppression and restoration
- Kilowatts of renewable energy production capacity maintained or created

Conclusion

Sierra Nevada watersheds are in need of increased restoration, without which there will be significant adverse impacts to the many benefits they provide to all of California. Wildfires are getting bigger and more intense, a changing climate with record-low snowpack is compromising the Region's ability to filter and store water, and greenhouse gases are being released at a higher rate than previously expected due to drought, insect-related tree mortality, and high-intensity fire events. There is likewise broad consensus that science-based ecological restoration of Sierra Nevada watersheds must be dramatically increased in order to protect the range of benefits they provide.

The WIP is an unprecedented large-scale restoration program designed to address a variety of ecosystem health issues in the Sierra Nevada in a holistic manner. The WIP will be the hub of a network connecting partners to data, funding, projects, and each other in order to more efficiently and effectively implement the projects needed to restore the health of Sierra watersheds. It likewise will provide the opportunity to explore and implement new models for delivering restoration at a landscape scale.

The Sierra Nevada Watershed Improvement Program is the solution to addressing declining forest and watershed health in the Sierra Nevada.

APPENDIX A.

State and Federal Plans and Guidance Document Updates*

The Sierra Nevada provides environmental services that benefit all of California. The issues identified in the WIP process should inform the development and implementation of state and federal planning processes, including, but not limited to:

State

California Water Action Plan and its Implementation Plan

Any comprehensive plan to conserve water resources and improve water quality must acknowledge the impact the health and functionality of Sierra watersheds have on downstream ecosystems and water users. Sierra watersheds and meadows are specifically identified in the California Water Action Plan as needing restoration; including the WIP in ongoing plan developments can help ensure that need is reflected in the Implementation Plan and facilitate watershed and meadow restoration.

Integrated Regional Water Management (IRWM)

IRWM is a collaborative effort to manage all aspects of water resources in a region. IRWM crosses jurisdictional, watershed, and political boundaries; involves multiple agencies, stakeholders, individuals and groups; and attempts to address the issues and differing perspectives of all the entities involved through mutually beneficial solutions. This network has a wealth of relationships, data, and resources; the WIP will be collecting new data, addressing policy issues, and cultivating restoration funding that can help inform and support the IRWM efforts in the Sierra Nevada, creating the potential for a powerful, mutually beneficial relationship.

Safeguarding California Climate Adaptation Plan and AB 32 Scoping Plan Updates

Since Sierra watersheds may be carbon sinks or emission sources, quantifying the GHG benefits of restoration and connecting watershed health to AB 32 directives would help the state achieve its emission-reduction goals. The WIP will collect and analyze data regarding restoration and preparing the Sierra's watersheds for a warmer climate, and can help shape planning and scoping activities.

Greenhouse Gas Reduction Fund Investment Plan Updates and Guidelines Development

Restoring stressed watersheds will provide myriad benefits, including reducing the threat of severe wildfires that release huge quantities of greenhouse gases to the atmosphere. Connecting WIP partners developing plans that will provide an emission-reduction benefit with funding sources designated for emission reduction could streamline processes and increase the pace of on-the-ground restoration.

California Department of Fish and Wildlife's Wildlife Action Plan

Watershed-level restoration directed through the WIP will yield dividends including improved water quality, aquatic species habitat conservation, and enhanced biodiversity. Dialog between WIP partners and regulators must be encouraged to ensure consistency and compatibility with state agency efforts.

California Department of Water Resources' Water Plan

Watershed restoration efforts will aim to improve California's water quality and quantity. WIP partners should be encouraged to work with regulators to find more efficient ways to effect landscape-level restoration, conserve water resources at the watershed and Regional levels, and help DWR achieve its goals while leveraging available funds.

California Department of Forestry and Fire Protection's Fire Plan

Watershed restoration in the Sierra must address the uncharacteristic fuel loads that have been driving an increase in severe wildfire in the Region. WIP collaboration during statewide planning efforts can help ensure consistent approaches to restoration treatments, identify opportunities to increase regulatory efficiency, and help achieve fuel-reduction goals.

Forest and Rangelands Assessment

The WIP will amass significant volumes of data regarding the condition of Sierra forests and rangelands and the effectiveness of various restoration treatments. Upfront planning and strategic coordination between WIP partners and CAL FIRE staff could avoid duplication of efforts and result in more efficient information collection and analysis.

Forest Carbon Plan (under development)

The WIP will encourage investment in watershed restoration treatments that reduce accumulated fuel loads, increase biomass utilization, and improve terrestrial carbon sequestration capacity while establishing resilient forests on the landscape. WIP activities could well inform efforts to develop the state's forest carbon plan.

Federal

USFS Watershed Condition Framework

This national framework provides additional criteria and information for the USFS to adjust priorities and identify priority watersheds. The WIP will be utilizing this information, as well as collecting new data on an all-lands basis, addressing policy issues, and cultivating restoration funding that can support the restoration of these priority watersheds in the Sierra Nevada.

USFS Watershed Restoration Action Plans (WRAPs)

For each Priority Watershed identified under the Watershed Condition Framework, USFS develops a Watershed Restoration Action Plan (WRAP) identifying specific restoration actions with the goal of implementing needed restoration within five years by providing focused funding for prioritized work. Similar to the USFS Watershed Condition Framework, the WIP can help inform and support the restoration of these areas.

USFS National Forest Land and Resource Management Plans

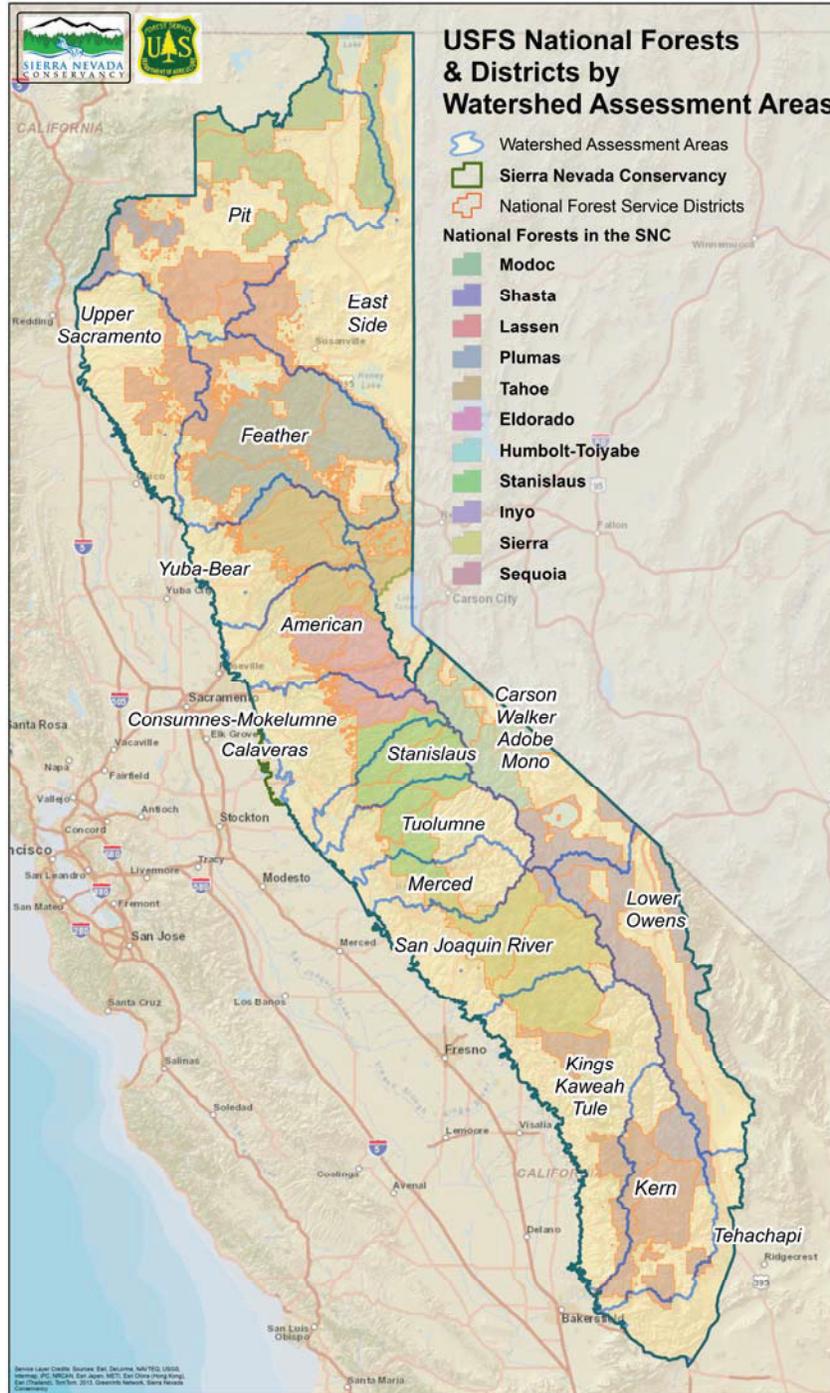
Projects and activities that occur on each National Forest are guided by an overall Land Management Plan that provides desired conditions, goals, and potential

management approaches to improve landscape resilience and sustainability and prioritize watershed restoration. Most of these Plans will be revised in the next decade and provide an opportunity to align the focus of restoration to consider the needs and opportunities identified through the WIP.

* *Partners are encouraged to add federal or state level plans that should be considered under the WIP, and include a brief description and link for more information.*

DRAFT

APPENDIX B. Watershed Assessment Areas Map



Note: This delineation of watersheds has been developed to assist in organizing and tracking WIP activities. It is understood that restoration efforts will likely occur in a more localized fashion, based on local conditions, relationships, and existing efforts.

**APPENDIX C. WIP MOU between Natural Resources
Secretary and Regional Forester for USFS Region 5**

DRAFT

FS Agreement No. 15-MU-11052000-080
Cooperator Agreement No. _____

REGIONAL MEMORANDUM OF UNDERSTANDING
Between The
CALIFORNIA NATURAL RESOURCES AGENCY
And The
USDA, FOREST SERVICE
REGION 5
Sierra Nevada Watershed Improvement Program

This Memorandum of Understanding (MOU or Agreement) is entered into by and between the California Natural Resources Agency (CNRA) and the United States Department of Agriculture, Forest Service (USFS) (collectively referred to as "Parties" or "Participants"). This Agreement will become effective as of the latest date shown on the signatures page(s), which are attached to this Agreement and incorporated herein.

This MOU is intended to recognize the importance of the Sierra Nevada Region (Region), the challenges and opportunities faced in the Region and the need to work collaboratively to address the issues of the Region under the Sierra Nevada Watershed Improvement Program (WIP) and the California Headwaters Partnership (CHP).

Background: The Sierra Nevada Mountain Range is the source of more than 60 percent of the state's developed water supply. It provides all or part of the drinking water for 23 million people and is the primary source of fresh water flowing into the Sacramento-San Joaquin Delta. Snowpack in the Sierra's provide a natural form of water storage and Sierra forests play a role in ensuring water quality, yield, and reliability.

The area plays a crucial role in California's efforts to implement Assembly Bill (AB) 32, the California Global Warming Solutions Act of 2006. It is also a critical part of the Governor's goal for all natural and working lands to be net sinks of greenhouse gasses. The forests of the Sierra Nevada sequester and store massive amounts of carbon when healthy and resilient. Conversely, large intense wildfires can release significant amounts of greenhouse gases into the atmosphere.

The Sierra Nevada's provide a variety of other critical benefits. They provide crucial habitat to hundreds of species, including many that are listed as threatened and endangered. The Sierra's are home to world-class recreational opportunities enjoyed by millions of people from around the world and is a major producer of wood products and hydroelectric power.

There is scientific consensus the forests, streams, and meadows of many Sierra Nevada watersheds are in decline and the benefits they provide are at serious risk – a condition we must work to change. Decades of fire suppression, a changing climate, and a shortage of forest restoration efforts have led to unhealthy conditions in many Sierra forests. The result is an increase in larger, more damaging wildfires. Although wildfires can have



ecological benefits, current conditions in the Sierra are resulting in wildfires far too often do more damage than good.

Many Sierra meadows are significantly degraded, no longer performing their “sponge-like” function of storing water into the summer months. Crucial habitat and a number of listed or soon-to-be-listed species face a variety of challenges from extreme fire, poor aquatic habitat conditions, climate change, and land use conversion. Mercury, sediment, and other substances from abandoned mines travel downstream, impairing many of California’s reservoirs and accumulating in the Sacramento-San Joaquin Delta and the San Francisco Bay.

Because the Sierra Nevada’s provide environmental services of such value and benefit to the state of California, CNRA and USFS support of and engagement in the Watershed Improvement Program (WIP) and the Sierra portion of the California Headwaters Program (CHP) ensure that the Sierra Nevada Region is given consideration and included as an active participant in the development and implementation of state planning processes including, but not limited to:

- California Water Action Plan and its Implementation Plan
- Safeguarding California Climate Adaptation Plan and AB 32 Scoping Plan Updates
- Greenhouse Gas Reduction Fund Investment Plan Updates and Guidelines Development
- California Department of Fish and Wildlife’s Wildlife Action Plan
- California Department of Water Resources’ Water Plan
- California Department of Forestry and Fire Protection’s Fire Plan
- Forest and Rangelands Assessment
- Forest Carbon Plan (under development)

Title: The Sierra Nevada Watershed Improvement Program

PURPOSE: The purpose of this MOU is to document the cooperation between the parties in working on the Sierra Nevada Watershed Improvement Program (WIP) and the California Headwaters Partnership (CHP). Implementing this program in a strategic, integrated and collaborative manner will maximize the scale of and returns on investment made. It also will ensure that policy changes are made with a comprehensive understanding of needs and capacities.

- I. To achieve WIP and CHP objectives, an assessment of needed restoration, costs and impediments is needed at a watershed level throughout the Region This kind of



assessment will inform an action plan for the watershed. Together these efforts will further identify and refine the scope, scale and cost of ecological restoration of the entire Sierra Nevada Mountain Range in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The purpose of CNRA is to restore, protect and manage the state's natural, historical and cultural resources for current and future generations using creative approaches and solutions based on science, collaboration and respect for all the communities and interests involved. The purpose of the USFS is to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations

The Sierra Nevada Watershed Improvement Program (WIP)

The Watershed Improvement Program (WIP) is a coordinated, integrated, collaborative program to restore the health of California's Sierra Nevada watershed through increased investment and needed policy changes. The WIP is closely aligned with the objectives of the multi-agency California Water Action Plan.

The WIP builds upon the broad consensus that more must be done to restore Sierra Nevada forests and watersheds. The pace and scale of science-based ecological restoration needs to dramatically increase in order to stem the tide of large, uncharacteristic wildfires and further degradation of these ecosystems. This restoration includes the thinning and management of forests through manual, mechanical, and prescribed fire treatments. This comprehensive effort is being organized and coordinated by the state's Sierra Nevada Conservancy (SNC) and the U.S. Forest Service, in close partnership with additional federal, state, and local agencies, and diverse stakeholders.

The key objectives of the Sierra Nevada Watershed Improvement Program and mutual benefits for both parties are:

- Identify and quantify the level of restoration activity needed to restore Sierra Nevada watersheds to a state of proper function and resilience, as well as the cost of implementing these activities.
- Increase state and federal investment in restoration activities, as well as securing investment from those who benefit from the Region, such as the urban, business and agricultural communities who receive water from the Region.
- Identify and address state, federal, and local policy issues that serve as impediments to increasing the pace and scale of restoration and improving the socio-economic well-being of Sierra communities.

California Headwaters Partnership (CHP) Resilient Lands and Waters Designation



The California Headwaters Partnership (CHP) is one of seven regions in the United States named as Resilient Lands and Waters as called for in the President's *Priority Agenda for Enhancing the Climate Resilience of America's Natural Resources*. Of the seven regions named, the CHP is the only region that has joint federal and state leads, namely the U.S. Forest Service and CNRA, respectively. Although the CHP designation encompasses all headwaters to the Sacramento and San Joaquin valleys, the majority of these lands are within the SNC territory. The process used to identify and quantify restoration needs for the WIP will be extended by the U.S. Forest Service to other parts of Region 5, outside SNC territory and the results of these combined efforts will inform the CHP.

The key mutual objectives and benefits of the Resilient Lands and Waters program and the parties are to:

- Identify and map, by October 2016, initial priority areas for conservation, restoration, or other investments
- Build resilience in vulnerable regions, enhance carbon storage capacity, and support management needs.
- Follow upon those efforts by developing landscape-scale resilience strategies to assist in advance planning and management activities.

Identifying such priority areas such as wildfire management, mitigation investments, restoration efforts, water and air quality, carbon storage, and community resilience will mutually benefit CNRA and the U.S. Forest Service .

In consideration of the above premises, the parties agree as follows:

III. CNRA SHALL:

- A. Designate and support the Sierra Nevada Conservancy (SNC) as the State lead on the WP.
- B. Coordinate the active participation by other departments within the CNRA, and the State Agencies in support of the WIP and the CHP.
- C. Communicate the need for, and importance of, the WIP and the CHP and the issues associated with to partners, the legislature and members of the Administration.
- D. Participate as an active member of a steering/decision-making committee.
- E. Provide assistance and support, as appropriate and in coordination with the SNC , on the following matters affecting the success of the WIP and the CHP:
 - a. State and Federal policy issues.
 - b. State and Federal funding an investment.
 - c. Communications and outreach.
 - d. Scientific research and analysis.

**IV. THE U.S. FOREST SERVICE SHALL:**

- A. Provide the leadership, resources and direction necessary for successful implementation of the WIP and the CHP.
- B. Communicate the need for and importance of the WIP and the CHP to the public and partners.
- C. Actively solicit and coordinate the support of other Federal agencies to support the WIP and CHP objectives.
- D. Provide staff to co-lead working groups related to Policy, Funding, Implementation/Watershed Analysis, Communications, and Science.
- E. Support and assist individual National Forest in the Sierra Nevada with active participation in the WIP and CHP

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. Implementing this program in a strategic, integrated and collaborative manner will maximize the scale of and returns on investment made. It also will ensure that policy changes are made with a comprehensive understanding of needs and capacities.
- B. To achieve WIP and CHP objectives, an assessment of needed restoration, costs and impediments is needed at a watershed level throughout the Region. This kind of assessment will inform an action plan for the watershed. Together these efforts will further identify and refine the scope, scale and cost of ecological restoration of the entire Region.
- C. CNRA and the USFS agree that it is in the primary interest and benefit of the state of California and the federal government to develop this arrangement to ensure that the Region will be managed in the long term to maintain beneficial public values. Therefore, we are organizing a multi-state/federal/local agency effort to work with Regional stakeholders, as well as those outside the Region who are impacted by the watershed's resilience, to develop and implement the WIP.
- D. CNRA and the USFS agree to formally partner to better understand and address the issues in the Region under the WIP and CHP.
- E. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Jim Branham, SNC Address: 11521 Blocker Drive Ste. 205 City, State, Zip: Auburn, CA 95603 Telephone: 530-823-4670 FAX: 530-823-4665 Email: Jim.Branham@sierranevada.ca.gov	Name: Amy Lussier, SNC Address: 11521 Blocker Drive Ste. 205 City, State, Zip: Auburn, CA 95603 Telephone: 530-823-4670 FAX: 530-823-4665 Email: Amy.Lussier@sierranevada.ca.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Genny Wilson Address: 650 Capitol Mall Suite 8-200 City, State, Zip: Sacramento, CA 95814 Telephone: 916-491-2834 FAX: 916-498-6675 Email: gewilson@fs.fed.us	Name: Constance Zipperer Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592 Telephone: 707-562-9120 FAX: Email: czipperer@fs.fed.us

F. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement CNRA acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If CNRA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds CNRA has expended in violation of sections 433 and 434.

G. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or CNRA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:



To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To CNRA Program Manager, at CNRA's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- H. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or CNRA from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. **ENDORSEMENT.** Any of CNRA's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of CNRA's products and does not by direct reference or implication convey the cooperator's endorsement of the FS products or activities".
- J. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

The Participants acknowledge that this Memorandum of Understanding is only intended to provide for cooperation between the Parties in support of the Sierra Nevada Watershed Improvement Program and the California Headwaters Partnership. The Memorandum of Understanding does not create any legally



binding rights or obligations. To the extent that any other provision of this Memorandum of Understanding is inconsistent with this paragraph, this paragraph shall prevail.

The Participants commit themselves in good faith to implement this Memorandum of Understanding to the fullest extent possible, subject to any changes in policy that they may adopt. This agreement is to remain into effect until modification by the parties in writing; it is negotiable at the option of any one of the parties.

- K. USE OF U.S. FOREST SERVICE INSIGNIA. In order for CNRA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- L. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- M. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- N. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- O. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. CNRA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- P. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. CNRA shall include the following statement, in



full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- Q. **TERMINATION.** Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- R. **DEBARMENT AND SUSPENSION.** CNRA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should CNRA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- S. **MODIFICATIONS.** Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- T. **COMMENCEMENT/EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective through **August 31, 2020** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- U. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this



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

John Laird

JOHN LAIRD, Secretary
California Natural Resources Agency

08/28/15
Date

Randy Moore

RANDY MOORE, Regional Forester
U.S. Forest Service, Region 5

8/31/15
Date

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

Constance Zipperer
CONSTANCE ZIPPERER
U.S. Forest Service Grants Management Specialist

24 August 2015
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.



The Sierra Nevada Watershed Improvement Program

The Sierra Nevada Region provides more than 60% of California's developed water supply, but a four-year drought, a century of fire suppression, widespread tree mortality due to insect attacks and disease, and a changing climate have led to an increased risk of large, damaging wildfires.

The Sierra Nevada Watershed Improvement Program will:

- *Restore Sierra forests and watersheds to a healthier state*
- *Improve the quantity and quality of water throughout the year*
- *Reduce greenhouse gas emissions and stabilize carbon storage*
- *Improve local socio-economic conditions and public safety*
- *Improve habitat for wildlife, fish, and plant species*
- *Reduce the risk of large, damaging wildfires*
- *Preserve working landscapes*
- *Protect air quality*

Wildfires in the Sierra Nevada are getting bigger and more intense. Extreme drought and record-low snowpack are leaving forests and meadows stressed, compromising the Region's ability to filter and store water for use later in the year. Greenhouse gasses are being released at a higher rate than previously expected due to drought and insect-related tree mortality, and high-intensity fire events. California needs a well-coordinated, comprehensive program that increases the pace and scale of restoration in the Sierra Nevada to address the conditions that currently exist.

The Sierra Nevada Watershed Improvement Program

(WIP) is a coordinated, integrated, collaborative program to restore the health of California's primary watershed through increased investment and needed policy changes. This effort is being organized and coordinated by the state's Sierra Nevada Conservancy (SNC) and the federal United States Forest Service (USFS), in close partnership with other federal, state and local agencies, and diverse stakeholders.



Photos courtesy of the U.S. Forest Service

The Sierra Nevada Watershed Improvement Program will be implemented by federal, state, and local partners working together to analyze restoration needs at the watershed level, with the goal of matching funding and addressing policy barriers in order to complete projects that restore the Region to a healthier state.



Pacific Southwest Region

There is growing consensus that more must be done to increase the pace and scale of forest restoration in the Sierra Nevada, but a number of policy-related barriers need to be addressed in order to restore our forests and watersheds to a healthier state.

- Controlled burns, under appropriate conditions, help to thin overgrown forests and reduce the risk of large, damaging fires. However, air quality regulations often restrict the available days that forest managers can conduct such burns.
- Policies related to federal funding for fire suppression often result in funds that would otherwise be available for restoration being “swept” to pay for suppression.
- Completion of environmental assessment processes under federal and state regulations can take a year or more, and can be costly. Developing projects on a larger landscape scale may provide greater efficiency in complying with regulations.
- The lack of wood and biomass processing infrastructure in the Sierra Nevada is a significant impediment to forest restoration efforts. Recent state policy efforts such as the Bioenergy Action Plan and SB 1122 (2012) provide direction on increasing the use of forest biomass for energy production. However, a number of challenges still remain.

Opportunities to establish more reliable funding sources for restoration in the Sierra exist, but coordination among federal, state, and local agencies, and private partners is necessary.

- California voters approved the \$7.5 billion water bond last year, with a significant amount of funding available for projects that restore California’s primary watershed. State agencies are coordinating efforts to maximize the impacts of Proposition 1, including efforts in the Sierra Nevada.
- Sierra Nevada forests are huge carbon reservoirs for the state, but high intensity wildfires are turning those storage pools into emissions sources. Identifying opportunities to increase investment in the Sierra Nevada Region through the Greenhouse Gas Reduction Fund will be critical as California works to meet greenhouse gas emission reduction goals.

www.sierranevada.ca.gov/wip

Statement of Endorsement for the Sierra Nevada Watershed Improvement Program

California is on the brink of losing significant benefits from one of its most important ecosystems, the Sierra Nevada Region. Without immediate action, our primary watersheds – providers of more than 60 percent of California’s developed water supply and the primary source of the fresh water that flows into the Sacramento-San Joaquin Delta – will be dramatically transformed forever.

The Sierra Nevada Watershed Improvement Program (WIP) is the solution. The WIP will restore the health of California’s primary watersheds through an integrated collaborative program of increased investment and needed policy changes to facilitate the implementation of on-the-ground, ecologically sound restoration required to return our watersheds to a state of resilience. This program is organized and coordinated by the Sierra Nevada Conservancy and the United States Forest Service in close partnership with state, federal, and local agencies and diverse stakeholders spanning the range of Sierra interests.

As stewards of the Sierra Nevada Region, we, the undersigned, endorse the Sierra Nevada Watershed Improvement Program. We are committed to working with other WIP partners in identifying the level of ecologically sound restoration activities needed to return Sierra Nevada watersheds to a state of resilience, and quantifying the cost of implementing these activities. We will work collaboratively and in good faith to help overcome barriers to large scale landscape restoration; increase state, federal, and private investment in restoration activities; and secure support from those who benefit from the variety of resources that the Sierra Nevada provides to all of California.

Signature

Name

Organization

Date

The Sierra Nevada Conservancy and the U.S. Forest Service, Pacific Southwest Region, will continue to act as the primary coordinators of the WIP, but, given the scope and scale of this program, we are heavily reliant on the active engagement and participation of our partners.

Please select your main interests as our partner in the WIP:

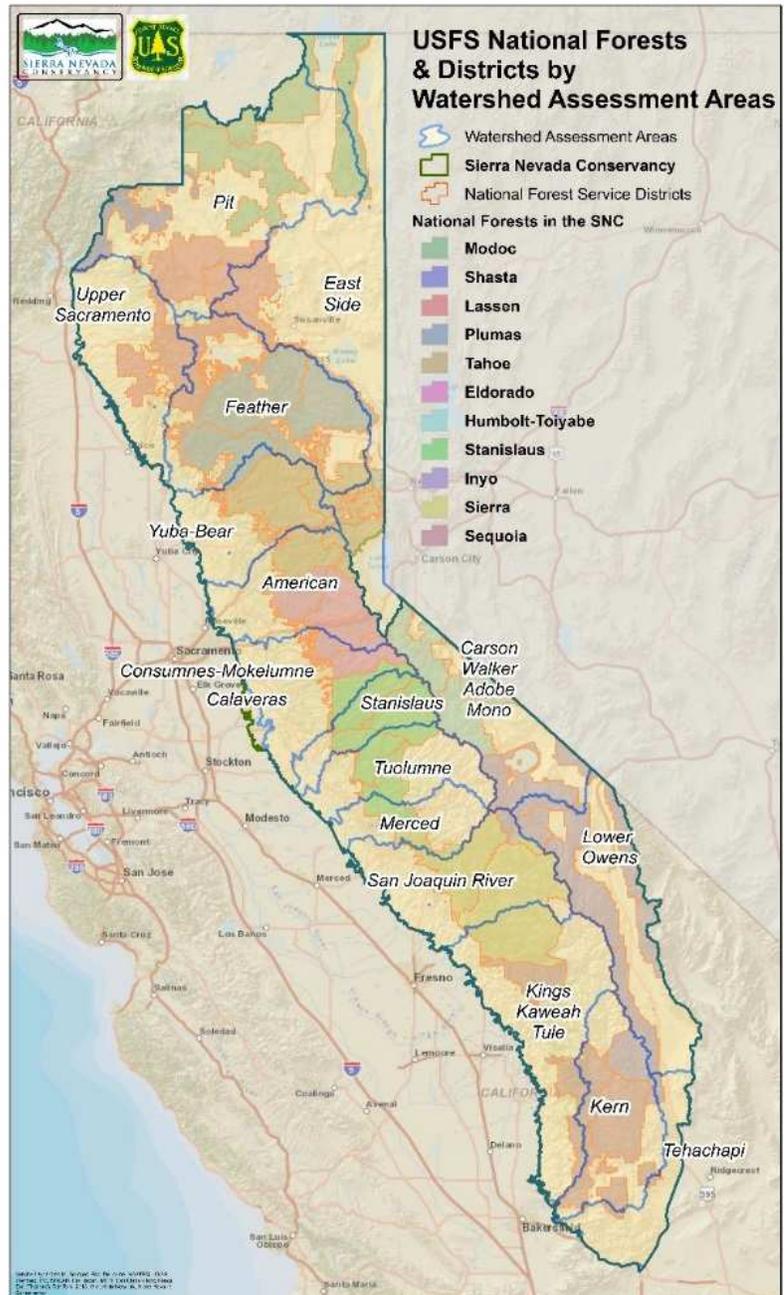
- Work with partners in the development of ecologically sound projects needed to restore the watersheds of the Sierra Nevada to a state of resilience.
- Work with partners to focus existing funding, and identify and secure new funding sources for projects needed to restore Sierra Nevada watersheds to a state of resilience.
- Work with partners to overcome policy barriers to large-scale watershed restoration and bring more resources into the Region to implement ecologically sound restoration projects. If you have interest in a specific barrier, please list it here:

- Work with partners in the collection, synthesis, or development of scientific research to help overcome policy barriers to large-scale restoration, increase investment in the Sierra Nevada, and implement ecologically sound projects to restore its watersheds to a state of resilience.

- Join a communications network that will positively impact barriers to large-scale watershed restoration and bring more resources into the Region to implement restoration projects.

Please indicate which watershed assessment area/s, if any, in which you have a particular interest:

- Regionwide
- Pit
- Upper Sacramento
- East Side
- Feather
- Yuba-Bear
- American
- Cosumnes/
Mokelumne/Calaveras
- Stanislaus
- Tuolumne
- Merced
- Carson/Walker/
Adobe/Mono
- San Joaquin River
- Lower Owens
- Kings/Kaweah/Tule
- Kern
- Tehachapi





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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2016

Departments: CAO, Community Development Department, CSA #1

TIME REQUIRED 30 minutes (20 minute presentation; 10 minute discussion); **PERSONS APPEARING BEFORE THE BOARD** Kim McCarthy, Courtney Weiche

SUBJECT County Service Area #1 Update and Skate Park Request

AGENDA DESCRIPTION:

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

CSA #1 update and authorization to prepare a Request for Bids or Request for Qualifications for the skate park design or design/build contract to be located in the community of Crowley Lake.

RECOMMENDED ACTION:

1. Hear CSA#1 progress on their 10-year plan and provide feedback. 2. Hear the plans for the proposed skate park in Crowley Lake including the financial status of CSA#1. 3. Hear an overview of the Planning Commission's approval of Conditional Use Permit 15-004 allowing for a skate park on the Crowley Lake Community Center Parcel. 4. Authorize CSA#1, with assistance from County staff, to prepare either a Request for Bids (RFB) or Request for Qualifications (RFQ), whichever is required for either a design contract or a design/build contract.

FISCAL IMPACT:

The project is anticipated to cost approximately \$600,000 and will be funded by CSA#1 monies.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5414 / lchapman@monoca.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
CSA #1 10-Year Plan Update

CSA #1 10-Year Plan
CSA #1 Site Plan
CSA #1 Skate Park Conditional Use Permit
Email Correspondence - Rick Fee

History

Time	Who	Approval
3/9/2016 6:41 PM	County Administrative Office	Yes
3/10/2016 12:58 PM	County Counsel	Yes
3/9/2016 7:27 PM	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

March 15, 2016

To: Honorable Board of Supervisors

From: Leslie Chapman, CAO for CSA #1

Subject: CSA #1 update and authorization to prepare a Request for Bids or Request for Qualifications for the skate park design or design/build contract to be located in the community of Crowley Lake.

Recommendation:

1. Hear CSA #1 progress on their 10-year plan and provide feedback.
2. Hear the plans for the proposed skate park in Crowley Lake including the financial status of CSA#1.
3. Hear an overview of the Planning Commission's approval of Conditional Use Permit 15-004 allowing for a skate park on the Crowley Lake Community Center Parcel.
4. Authorize CSA #1, with assistance from County staff, to prepare either a Request for Bids (RFB) or Request for Qualifications (RFQ), whichever is required for either a design contract or a design/build contract.

Discussion:

County Service Area #1 (CSA #1) is located in Long Valley and encompasses the area just north of the Casa Diablo geothermal plant area and continues south to the communities of Sunny Slopes and Tom's Place.

In 2012, CSA #1 conducted a survey of its community residents and used the results of that survey, as well as outreach to the Long Valley Regional Planning Advisory Committee, to develop a 10-Year Plan to identify and prioritize potential community projects within the Long Valley area. In March of 2013, the Board of Supervisors reviewed and accepted CSA #1's proposed 10-Year Plan. Kim McCarthy, CSA #1 representative, will provide your Board with an update on the progress toward those goals.

Currently, CSA#1's highest priority is to construct a skate park on the Crowley Lake Community Center parcel. Associate Planner, Courtney Weiche, will provide an overview of Conditional Use Permit 15-004 approved by the Planning Commission on December 10, 2015. The Use Permit allows for construction of an up-to-10,000sf skate park as shown on the attached site plan. Additionally, the Use Permit memorializes existing uses such as the community center and community garden and acknowledges a possible future location for a library.

As required by the conditions of approval, the final design of the skate park shall be reviewed and approved by the Planning Commission at a noticed public hearing. The CSA wanted to secure the Use Permit approval for the site plan prior to expending any additional funds on an architect for the design of the skate park. Such design shall be in conformance with any requirements and limitations set forth in the environmental addendum, CUP 15-004 and as required by County departments.

Kim McCarthy will talk about the next steps, including distributing a Request for Bids or Request for Qualifications, whichever is determined to be appropriate.

It is anticipated that developing the RFB or RFQ will require assistance from Mono County staff, and the project, once approved, will go into the queue and will be scheduled while being mindful of other ongoing projects and expiring grant funds.

Fiscal Impact: The project is anticipated to cost approximately \$600,000 and will be funded with CSA monies.

Attachments:

- Crowley Lake Community Center Site Plan
- CUP15-004 / Crowley Lake Skate Park
- CSA #1 10-Year Plan
- CSA #1 10-Year Plan Update

Mono County Service Area 1 (CSA1)
Ten Year Plan
Updated March 7, 2016

This document is a guideline for the CSA 1 board members to follow their goals to use the tax dollars allocated by the Mono County Auditor-Controller's Office to best fill the needs or services of the citizens who live within the district. The district runs from the Geothermal plant to the north and continues south to the communities of Sunny Slopes and Tom's place.

In November of 2012 a community survey was mailed to all property owners within the district. Each property owner was asked to rank 6 projects as most to least favorable. Listed below are those projects listed as most favorable and the status of each project as of this time. As you will see, many of the projects have now been completed leaving only 3 that are not. The CSA 1 board members are very pleased with what we have accomplished in such short time. We could not have done this without the help of Mono County staff and we are grateful to them.

Listed by most favorable, here is the update as to the status of each project.

Library:

As John Connolly, a board member, has said, "It is no secret the library project ranked #1 on our community survey." The problem is very simple. The Crowley Lake Friends of the Library would like a stick built 2200 square foot building which the Office of Education said they cannot afford to maintain. The Office of Education would like to keep the library at the current size of 1300 square feet. The CSA 1 board members are the bank offering the finances only and we have attended many meetings with both parties but feel we have run into a dead end until the two parties can come to some agreement on the size of the building.

The CSA 1 board members have also discussed the need for a green \$1.5 to \$2 million building and would consider some type of modular unit on the Site Plan which was approved on Nov. 9, 2015 to have the new library moved from its current location to the CL Community Center (CLCC).

Until the two parties can come to some agreement to the size of a new library, we cannot move forward with a new library.

Community Classes/Wellness Classes:

The CSA1 currently sponsors four series of classes and has hired to Class Coordinator who oversees these classes by working with instructors to insure they have the necessary licenses required. We offer classes in the Spring, Summer, Fall and Winter and all classes are free to anyone who lives within the district and a fee of \$5.00 for those outside the district. Classes range from Ukulele, Fencing, Pilates, Yoga, Cardio Sculpt, Mommy Boot Camp, Zumba, Latin Dance, Dry Land Training, Tennis and English as a second language. The community has been very supportive and appreciative of these classes. The CSA1 board is thankful to Isabel Connolly our Class Coordinator for doing an outstanding job of bringing these classes to our community.

Additional Playground Equipment:

The CSA1 wanted to add one additional piece of playground equipment at the CL park. Upon further discussion, we decided it may be more beneficial to place the equipment at the CL Ball Field. The MUSD who owns the property at the ball field has also expressed interest in seeing a play structure at the ball field. This project has not been completed and remains on the 10-year plan.

The Ball Field and Solar Panels on the CLCC tied for fourth on the list of projects.

CL Ball Field Concession/Bathrooms Building:

The building was constructed in the Summer of 2015 and is complete except for installing some cabinets and a sink inside the concession area. County staff is planning on completing the inside of the concession building this summer. County staff was also able to use reclaimed water so we could irrigate seven trees and there is more water available to plant more trees at the Ball Field to create more shade where we want to place picnic tables already purchased and install 3 BBQ grills this summer. We hope that by having this new building the community will use the ball field more for gatherings and Mono County Little League, MHS, and Soccer Clubs can also take advantage of this facility especially when weather is unfavorable in Mammoth.

Solar Panels:

Solar panels were placed on the CLCC in the summer of 2014 through a grant the MCBOS, Larry Johnston pursued from LADWP. This project is complete and not on the 10-year plan. Thank you MCBOS.

CL Skate Park:

The park was approved by the Mono County Planning Commission on Nov. 9, 2015 as part of the Site Plan at the CLCC property owned by Mono County. The park will be between 9 to 10,000 square feet and located behind the fenced area that holds the trash containers and will not cross over the sewer lines. It will be narrow and long and have an organic flow to the park. The cost to build the park is \$400,000. We are being asked by Mono County to spend an additional \$200,000 for sidewalks, curbing, paving of a loop road used by MUSD and ESTA buses, and a ADA bathroom to make the total cost of the project \$600,000. The CSA1 board currently has \$578,000. In their account as of Jan. 31, 2016. We hope to build sooner than later than the expected date of the Summer of 2017 but expect to have an additional revenue from property taxes of \$180,000. The park will have something for everyone from beginners to more skilled riders. Our vision is the park will be a place for families and kids to get outside and enjoy our beautiful mountain views and socialize with peers. It will be a park our kids will take pride in by self-policing themselves but will have all the standard rules of skate parks. The park will be open from dusk to dark with no outside lights.

The three remaining projects left on the 10-year plan are: Library, a playground structure at the Ball Field and the CL Skate Park.

The CSA 1 Board Members are grateful to the Mono County Board of Supervisors and County Staff for their support in helping to make these projects a reality and sharing the vision to create a better community for all our citizens in our district.

Mono County Service Area 1 (MCSA 1)

Ten Year Plan

This is a general guideline of a 10-year plan for the CSA 1. It is the responsibility of the Board President to produce the plan, and will be reviewed and revised each year at the October meeting. The 10-year plan was approved by the CSA 1 board on January 31, 2012. It was revised on May 22, 2012 to include more information on the Skate Park and the Crowley Lake Ball Field. A Community Survey was mailed to all property owners within the district in November of 2012. The results from that survey are mentioned below.

The goal of the CSA 1 board is to use the tax dollars allocated by the Mono County Assessor's Office to best fill the needs or services of the citizens who live within the district. The CSA 1 district runs from the Geothermal Plant at Hwy 395 and Hwy 203 to the north and continues south to the community of Sunny Slopes and Tom's Place.

The CSA 1 is a dependent district and a advisory board to the Mono County Board of Supervisors, and consists of five volunteer citizens who live within the district. It is a non-profit board, that has one paid position of a Secretary whose duties include taking the minutes at each meeting, producing the financial reports and various other duties as needed. Our budget is based on a percentage of property tax dollars we receive from the Mono County Assessor's Office as mentioned above. The board cannot spend more than \$5,000,000 on any given project without the approval of the Mono County Board of Supervisors.

The CSA 1 board sent a survey by mail in November of 2012 asking all property owners to rate the projects on the 10-yr plan in order of most favorable being #1 and least favorable being #6. The results from that survey are:

1. A new Library at the C.L. Community Center property.
2. Community programs/classes.
3. Improvements to the C.L. Ball Field.
4. Solar panels on the C.L. Community Center / Additional playground equipment at the C.L. Park tied for 4th.
5. Skate Park at the C.L. Ball Field.

Using the results from the community survey the CSA 1 board presented the 10-yr plan to the RPAC committee and they are in support of the plan and the goals of the CSA 1. The CSA 1 board is asking for support from Mono County Board of Supervisors so the 10-year plan may be implemented into the Mono County five year capital improvement project plan.

A description of each project is listed below.

3-5 years: Crowley Lake Library

The CSA 1 will assign one board member to work closely with the Crowley Lake Friends of the Library, and Mono County Office of Education Library Authority Board, to construct a new Library Facility on the property of the Crowley Lake Community Center that is owned by Mono County. CSA 1 has budgeted for the 2012/13 financial year \$25,000. for design and development and has also set aside \$75,000 annually in reserves to help fund the project. The cost of the project is estimated to be about \$1,000,00.00. The CSA 1 through Mono County would take out a Municipal Finance Loan with payments of \$50,000.00 annually for 15-20 years. This project will need the approval of the Mono County Office of Education Library Authority Board and the Mono County Board of Supervisors.

1- years: Community Programs/Classes

Programs would be offered to folks withing the district at no charge and a nominal fee for folks outside the district. There may be a charge for supplies if they are required. The programs would be held at the CL Community Center. The board will advertising for instructors and will pay instructors \$30.00 per hr. We have worked with County Counsel and have a Instructors Agreement. The cost to implement these programs is estimated to be \$3 - \$5,000.00 per year with classes being offered 2 to 3 times a year.

1-2 years: Improvements to the Crowley Lake Ball Field

Working with Mono County Public Works to make the following improvements: Drinking fountain, hose bib to water down pitcher's mound, bathrooms, dugouts, concession stand, bbq's, picnic tables, shade area, and play structure. The County has provided a cost estimate of \$45,000.00 for the bathrooms, drinking fountain, hose bib and a concession/storage building. Total estimate for the entire project is a ballpark cost of \$75,000.00. This project would need the approval of the Mono County Board of Supervisors.

2- years: Crowley Lake Park

The board would like to add another piece of playground equipment to the park on Crowley Lake Drive. We estimate \$3,000.00 - \$5,000.00, depending on the cost of equipemtn chosed for this project. This project would not need the approval of the Board of Supervisors.

3-5 years: Solar Panels on the CL Community Center and Public Buildings

The concstuction and financing of solar panels on the Community Center. The cost is dependent on how many panels would be appropriate to install. An estimated cost is anywhere from \$25,000.00 - \$75,000.00. This project would need the approval of the Mono County Board of Supervisors.

5-10 years: Skate Park at the CL Ball Field

A Skate Park is included in the General Plan for the CL Ball Field area. A board member would work closely with either Mammoth Unified School District (who holds the lease of the Ball Field) or BLM to acquire the land to develop a Skate Park for beginner to intermediate skateboards, bikes, scooters and rollerblades. The board would like to see the addition of Phase 2, a park for

advanced skaters sometime after Phase 1 has been completed. Steve Klassen has volunteered to work with Brian Sizer to develop the design for the park. Steve has also volunteered to donate the shotcrete pump needed to shoot and pour the concrete. The estimated cost for Phase 1 is \$150,000.00 - \$200,000.00 but could be less depending on donations from the community for materials, labor or grant funding. This project would need the approval of the Mono County Board of Supervisors.

Various other projects within the district

Upgrades to the new Library.

Agrotourism and Urban Farming using land from local agencies such as BLM.

Ideas or suggestions generated from the public or the RPAC committee.

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

PO Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

December 10, 2015

To: Mono County Planning Commission

From: Courtney Weiche, Associate Planner

Re: Use Permit 15-004 / Crowley Lake Skate Park

RECOMMENDATION

It is recommended that following the public hearing, the Planning Commission take the following actions:

1. In accordance with the California Environmental Quality Act (CEQA), determine none of the conditions in CEQA Guidelines §15162(a) applies to the proposed Crowley Lake Skate Park, and adopt the Crowley Lake Skate Park Addendum to the 1997 Negative Declaration for the Crowley Lake Community Center and Library, and direct staff to file a Notice of Determination;
2. Make the required findings as contained in the project staff report; and,
3. Approve Use Permit 15-004 subject to Conditions of Approval.

PROJECT

The proposed project is for construction of an up to 10,000 square foot (sf) skate park on the east side of the Crowley Lake Community Center parcel. The project site is located at 58 Pearson Rd. in the community of Crowley Lake on assessor's parcel number 060-210-020 at the intersection of South Landing Road and Pearson Road. The parcel is 2.1 acres, County owned, and has a land use designation of Public Facility. The site is primarily flat and mainly developed on the western half of the parcel with the parking area, community center, community garden, and bus stop. To the south is a parcel owned by Church on the Mountain with a land use designation of Public Facility. Across South Landing Drive and Pearson Road is the Crowley Lake Mobile Home Park and Crowley Lake General Store. Southeast of the property is 4.5 acres of undeveloped land designated Single-Family Residential between the site and the closest single-family neighborhood known as Sierra Springs.

BACKGROUND

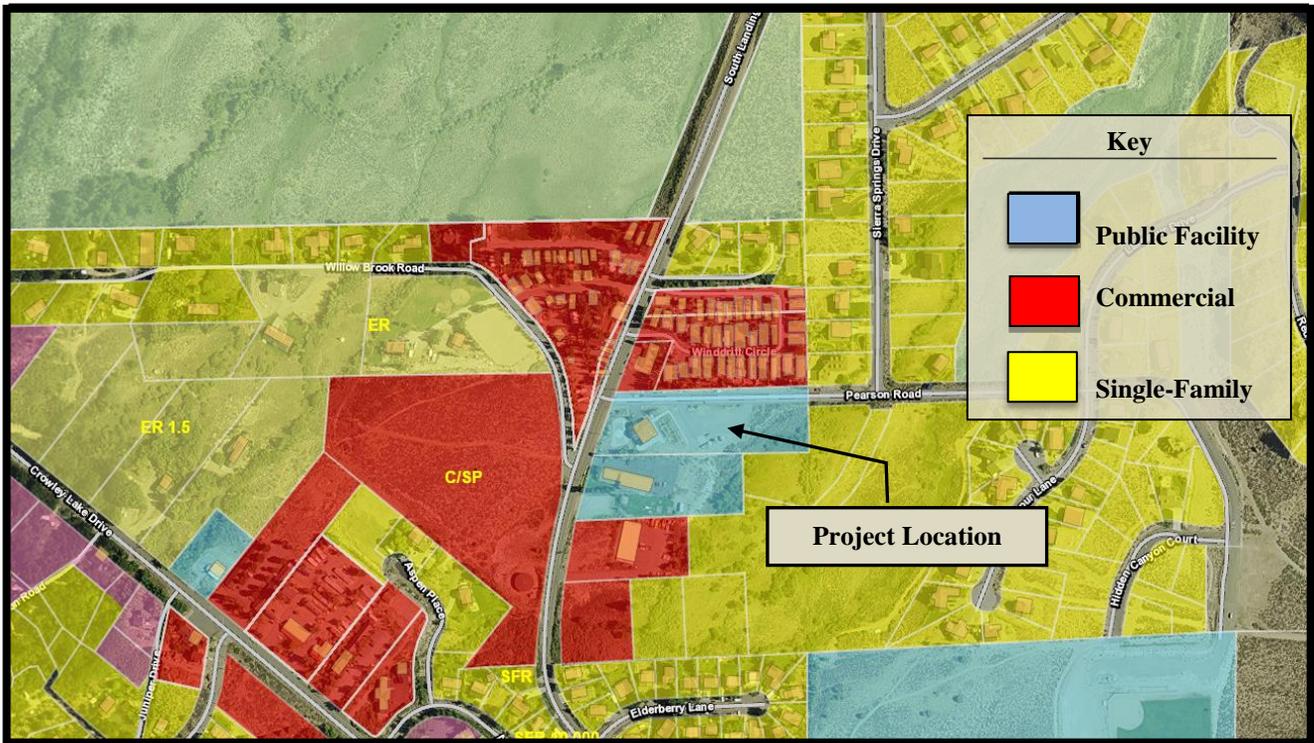
In 1997, Conditional Use Permit 37-97-01 was approved specifying site locations and standards for a proposed new community center, library and basketball court (see figure 2). In 2002, the Board of Supervisors authorized Public Works to oversee the design and construction of the now-built Crowley Lake Community Center. County Service Area 1 (CSA) was able to fully fund the proposed project. The current location of the community center varies from the original use permit site plan and was sited further to the east on the parcel following a community outreach process of the CSA. A new site plan was drawn by the Mono County Public Works Department to memorialize the as-built changes (see figure 3). In 2011, with Mono County Board of Supervisors authorization, the CSA converted the land between the community center and parking area into a community garden (see figure 4).

The CSA prepared a Ten Year Plan identifying and prioritizing potential projects in the Long Valley area. The Board of Supervisors reviewed the plan in 2012 and directed the CSA to conduct additional outreach to the community for input on proposed projects. The CSA responded by a community survey in the fall of 2012. The survey was well received by the community, and was reviewed by the Long Valley Regional Planning Advisory Committee. The results of that survey were incorporated into the Ten Year Plan (see attached).

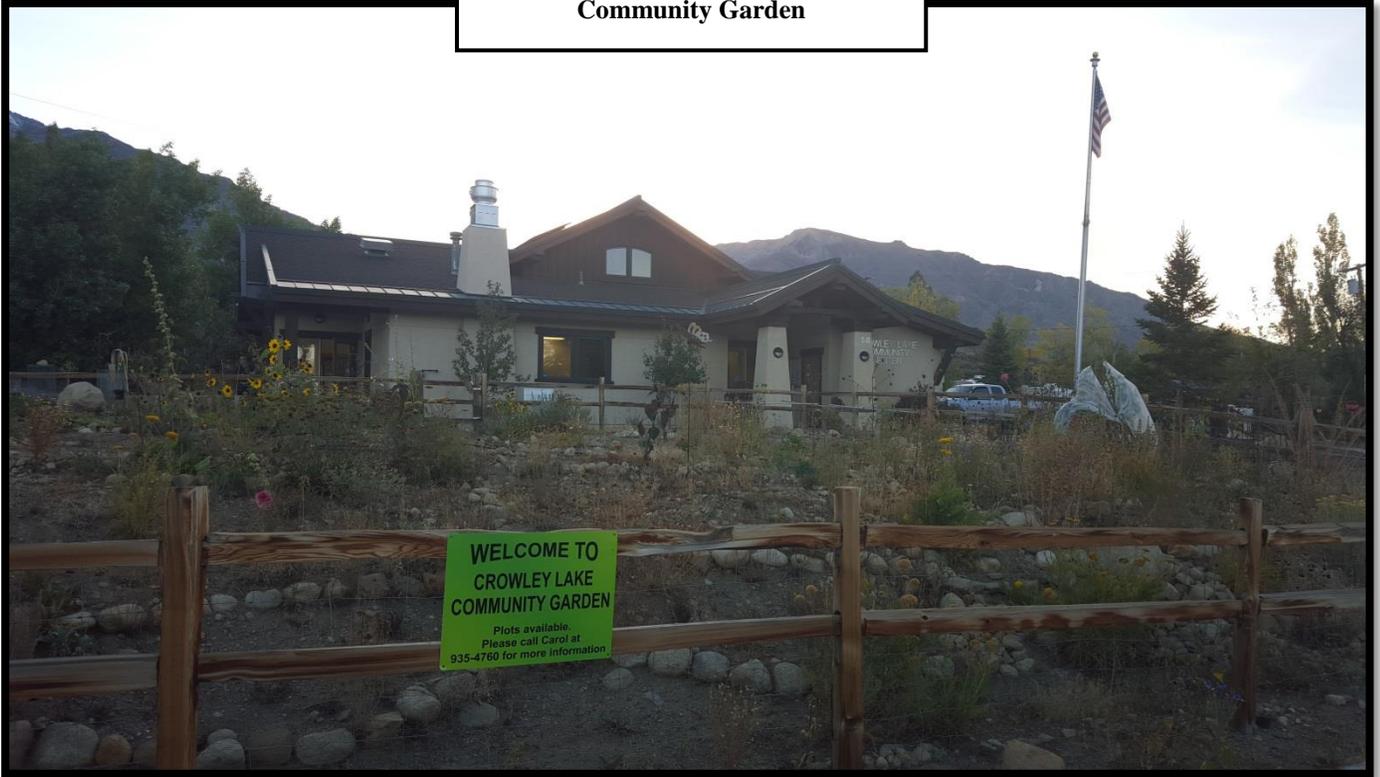
Although the results of the community survey identified the library as the top priority, it is not a reasonably foreseeable project due to current limitations of funding, staffing and support from the Mono County Office of Education and Friends of the Library at this time. Acknowledging the community’s support for a future library, the proposed site plan dedicates sufficient space, as indicated by the Crowley Lake Friends of the Library president, for the facility. The remaining identified priority projects have since been completed by the CSA, including improvements to Crowley Lake ballfield, community center solar panels, and additional playground equipment for the Crowley Lake Park.

Site planning, including alternative layouts, was reviewed in consultation with Public Works, Planning and Building; the preferred site plan is the project as presented. At the October 27, 2015 CSA meeting, a motion was approved to make the skate park its number one priority.

**Figure 1:
Land Use Designations in Crowley Lake**



**Figure 4:
Community Garden**



PROJECT SPECIFICS

As stated, the project area is located along South Landing Drive and Pearson Road, which serves as the commercial core for Crowley Lake. The property is in the center of the community and is easily accessed by neighboring properties. The current site plan memorializes all existing and proposed uses including: the existing Crowley Lake community center (CLCC), community garden, sidewalk, pergola and outdoor area behind CLCC, parking, bus stop, trash enclosure, Digital 395 transformer box, and sewer lines. The proposed uses include: 10,000-sf skate park, paving the remaining looped road with an additional encroachment to the east onto Pearson Road, relocation of existing bus stop, new curb and sidewalk, additional parking spaces, and a new ADA unisex restroom with water, sewer and electric connections. Site planning, including alternative layouts, was reviewed in consultation with Public Works, Planning and Building; the preferred site plan is the project as presented. Additionally, the site plan delineates the wetland boundary per Dr. Jim Paulus' study (see attached Addendum) where no disturbance can occur.

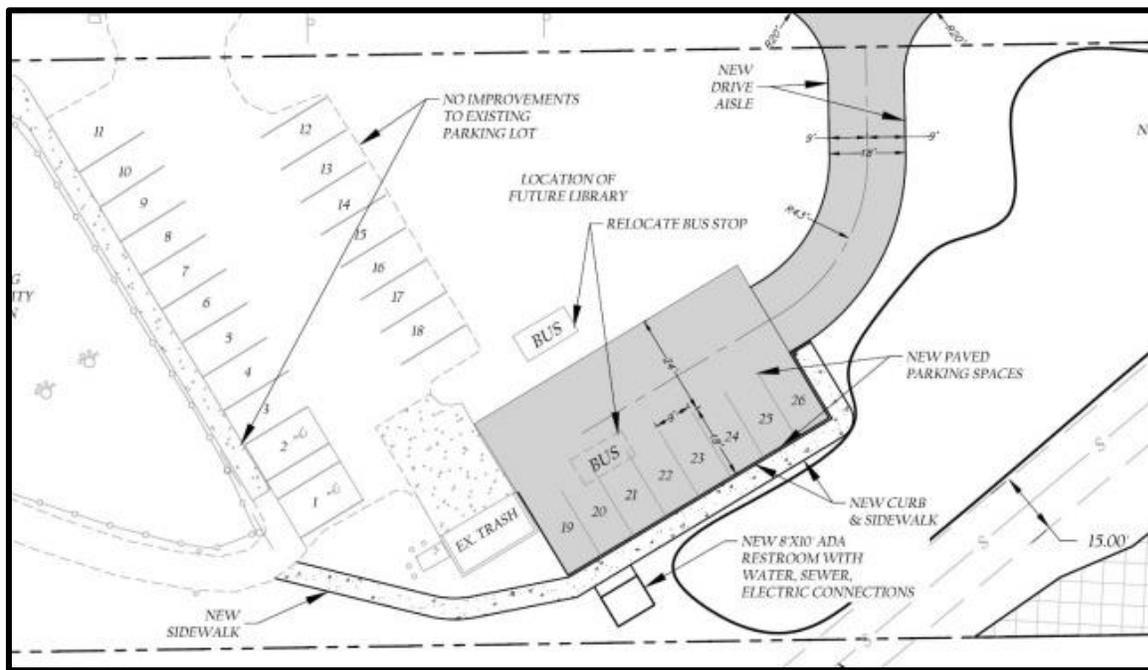
As stated in the project description, submitted by the CSA, the skate park will be constructed primarily of poured and finished concrete, steel, and rocks, with a park design that will be vetted by the community. The skate park design will include use of local materials and vistas, is expected to be similar to the Volcom Brothers skate park in Mammoth Lakes, and will avoid the adjacent wetland and riparian area. Skate park features are intended to serve all ability levels and may include a continuous motion pump track, below-grade mini ramps and bowls, and above-grade features like hips, quarter pipes, volcanoes, pyramids, tombstones, etc. Maximum heights above and below grade may extend 4-6 feet in either direction.

PARKING REQUIREMENTS

Mono County General Plan, Chapter 06, does not specifically address parking requirements for a skate park, however Table 06.010 "Required Number of Spaces, does state: "For any uses not specifically mentioned herein, the Commission shall determine the number or amount of parking required." Additionally, proposed off site and joint use parking are allowed subject to compliance with specific circumstances. Reductions in parking can be made when a facility is near a public transit stop, which the community center is, and where bike racks are provided.

The number and location of the proposed parking associated with the skate park was reviewed by the Land Development Technical Advisory Committee and their recommendations were presented to the Planning Commission for initial input on April 9, 2015. The proposal included the existing 18 paved parking spaces, two dedicated ADA spaces, and an additional eight spaces is proposed for development of the skate park. As required by the CA Building Code a new ADA-compliant sidewalk will be provided from the community garden's southern entrance to the skate park and adjacent to the last parking space (#26). In order to accommodate the new parking, the existing bus stop will be relocated approximately 30' to the north and will require buses to then enter from the new eastern driveway. The Planning Commission agreed the proposed number of parking spaces was sufficient and that the travel way for the loop road shall be paved in the first phase.

An additional six spaces are anticipated for final build-out of the envisioned master site plan, but are not required to be paved at this time. Pearson Road, County owned, is commonly used for overflow parking and is wide enough to accommodate additional parallel spaces on both sides of the street. Both Public Works and the Building Division were consulted and their recommendations were incorporated into the final design of the parking plan.



SIGNAGE

At this time there is no proposed design for a sign at the skate park, however an identification sign is anticipated. Any signage proposed shall comply with Chapter 16, Signs, and shall be reviewed in conjunction with the final design of the skate park per the conditions of approval. Established skate park rules will also be posted as required by the Risk Management Department prior to issuing a Certificate of Occupancy and considered by the Commission upon final skate park design approval.

PUBLIC OUTREACH

As noted previously, the CSA has outreached to the community via surveys to develop its Ten Year Plan. The Board of Supervisors reviewed and accepted the final plan in 2013. The CSA has long collaborated with the Long Valley RPAC on their priority projects, and policies were incorporated into the Long Valley Area Plan supporting the CSA's Ten Year Plan.

This October, the CSA held a public workshop to update and gain feedback from the Long Valley community on the proposed skate park site plan. A flyer to all properties within the CSA 1 boundaries was sent notifying residents of the workshop. The workshop was well attended and no opposition was apparent. Many school kids and parents spoke in favor of the skate park, stating the need for more activities in the area for kids. At that time, a skate park committee was also established to help fundraise and provide ongoing input during the design phase of the project.



A Planning Commission public hearing notice to surrounding property owners within 1000 feet of the community center parcel was sent November 20. To date, no comments have been received.

FINAL DESIGN APPROVAL

As required by the conditions of approval, the final design of the skate park shall be reviewed and approved by the Planning Commission at a noticed public hearing. The CSA wanted to secure the Use Permit approval for the site plan prior to expending any additional funds on an architect for the design of the skate park. Such design shall be in conformance with any requirements and limitations set forth in the environmental addendum, UP15-004 and as required by County departments.

LAND DEVELOPMENT TECHNICAL ADVISORY COMMITTEE

The LDTAC has considered and reviewed the project on multiple occasions and their recommendations have been incorporated into the Use Permit and conditions of approval.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA §15164[b]) states:

“(b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.” (Emphasis added.)

Section 15162(a), in turn, describes conditions under which a subsequent Negative Declaration must be prepared; none of these conditions exist, and therefore an addendum to the 1997 Negative Declaration is determined to be the appropriate environmental analysis. For a detailed explanation and analysis, please see the attached Crowley Lake Skate Park Addendum to the 1997 Negative Declaration for the Crowley Lake Community Center and Library.

USE PERMIT FINDINGS

In accordance with Mono County General Plan, Chapter 32, Processing-Use Permits, the Planning Commission may issue a Use Permit after making certain findings.

Section 32.010, Required Findings:

1. *All applicable provisions of the Mono County General Plan are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features because:*

The 2-acre site will be able to accommodate the 10,000sf skate park with the existing and possible future uses.

The parcel is designated Public Facility, which allows for quasi-public facilities such as a skate park.

There are not defined setbacks for the PF designation however; Cal Fire typically requires a minimum 30' on all sides on parcels greater than one acre. After consultation, Cal Fire indicated the proposal, as presented, is in compliance with setback requirements per PRC 4290 Article 5 section 1276.01(a) (see email attachment from Jeremy Mitchell).

2. *The site for the proposed use related to streets and highways is adequate in width and type to carry the quantity and kind of traffic generated by the proposed use because:*

South Landing Road and Pearson Road provide site access. The project is not expected to generate significant amounts of traffic to alter existing circulation patterns. Because of its central location, many are likely to walk, bike, or skate to the site.

3. *The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located because:*

This project is not expected to impact adjoining property owners, if conducted in accordance with Mono County General Plan standards and conditions of this Conditional Use Permit. Furthermore, the site complements the existing adjoining community garden and community center and has exhibited support from the community. The location and use of a skate park has not been contested by adjacent owners.

4. *The proposed use is consistent with the map and text of the existing General Plan because:*

As noted above, the General Plan Land Use Designation for this property is Public Facility (PF). According to the Mono County General Plan, "the 'PF' designation is intended to provide for a variety of public and quasi-public facilities and uses."

Permitted uses subject to a Conditional Use Permit under the PF land use designation include public facilities structures and uses, including but not limited to: County buildings, community centers, parks, ball fields, etc.

The proposed development is consistent with the Long Valley Area Plan policies contained in the Mono County General Plan Land Use Element. The sections below from the Mono County General Plan support the project in Long Valley:

MONO COUNTY LAND USE ELEMENT, Countywide Land Use Policies

GOAL 1. Maintain and enhance the environmental and economic integrity of Mono County while providing for the land use needs of residents and visitors.

Objective 1.A. Accommodate future growth in a manner that preserves and protects the area's scenic, agricultural, natural, cultural and recreational resources and that is consistent with the capacities of public facilities and services.

Policy 1.A.1. Contain growth in and adjacent to existing community areas.

MONO COUNTY LAND USE ELEMENT, June Lake 2010: June Lake Area Plan

Long Valley GOAL 23. Maintain the rural residential character of the Long Valley communities (i.e., Long Valley, McGee Creek, Crowley Lake/Hilton Creek, Aspen Springs, and Sunny Slopes) in a manner that provides for commercial uses to serve community needs, and that protects the area's visual, recreational, and natural resources.

Objective 23.A. Provide appropriate public infrastructure and service capability expansion to support development, public safety, and quality of life.

Policy 23.A.4. Coordinate closely with County Service Area 1 in programming capital improvements and facilitating community input.

Action 23.A.4.a. Participate in the development of the County Service Area 1 10-year plan via the Long Valley RPAC (Regional Planning Advisory Committee).

Action 23.A.4.b. Periodically review and assist in updating and implementing the County Service Area 1 10-year plan.

Policy 23.C.2. Promote improvements in community commercial areas to increase their attractiveness and to rejuvenate existing commercial uses.

Action 23.C.2.a. Commercial development should follow county Design Guidelines and comply with the applicable development standards.

ATTACHMENTS

- 1. Notice of Determination and Conditions of Approval**
- 2. Skate Park Addendum**
- 3. Cal Fire Email from Jeremy Mitchell**
- 4. Mono County Service Area 1 Ten Year Plan**
- 5. Comments Received**
- 6. 11" x 17" Site Plan**

CONDITIONS OF APPROVAL: USE PERMIT 15-004/CROWLEY LAKE SKATE PARK

1. Project shall comply with all Mono County applicable department requirements including but not limited to; Environmental Health Department, Community Development Department, Public Works Department, and Risk Management.
2. Project shall provide and maintain a bicycle rack on-site.
3. All required parking shall be paved in compliance with site plan and shall be approved by the Public Works Department.
4. All exterior lighting shall be shielded and directed downward complying with Chapter 23, Dark Sky Regulations.
5. An encroachment permit shall be obtained from the Public Works Department for the new access point along Pearson Road.
6. Project shall comply with **ADA including, but not limited to, accessible restrooms, parking, sidewalks, etc., as determined** by the Public Works and Building Departments.
7. Prior to operation, skate park rules shall **be** approved by Mono County Risk Management applicable rules shall be **and** posted.
8. Final site and building design, including any proposed signage, shall be reviewed and approved by the Planning Commission with input from the Public Works, Building, Planning, and Risk Management Departments after review and comment by appropriate community groups (i.e. Long Valley RPAC, Friends of the Library, public workshops, etc.).
9. All associated costs with the skate park, including construction and ongoing maintenance, shall be funded by the CSA.
10. CSA is required to present the budget for the skate park and associated improvements to the Board of Supervisors for approval prior to expending anything beyond \$5000.
11. The skate park design should be compatible with community design studies such as the 2015 Character Inventory & Design Guidelines for Highway 395 Scenic Byway Corridor Communities.
12. The anticipated electrical uses **shall** consider use of solar power.

ENVIRONMENTAL CONDITIONS

13. On-site grading and earthwork shall take place in conformance with Mono County Grading Ordinance (Mono County Zoning and Development Code 13.08) which contains standards for controlling site cleaning, drainage interference, earth work, and erosion.
14. Lahontan Regional Water Quality Control Board (LRWQCB) regulations shall be followed to prevent erosion and runoff impacts to the adjacent riparian and wetland area, and may include post-construction stormwater management plans, low-impact development solutions (see the Mono County General Plan Appendix), and other measures provided by the California Stormwater Quality Association (CASQA).¹

¹ The responsible agency for compliance and monitoring of this condition is the Lahontan Regional Water Quality Control Board.

*Changes incorporated from 12.10.15 Planning Commission approval are in red

15. The project will be designed to avoid any disturbance of the riparian and delineated wetland area established in the study by J. Paulus (Exhibit 2). Catchment facilities and other low-impact development solutions will be incorporated into the project design to trap sheet flow from paved areas, and prevent erosion and runoff into the wetland and riparian area.
16. On-site grading and earthwork shall take place in conformance with Mono County Grading Ordinance (Mono County Zoning and Development Code 13.08) which contains standards for controlling site cleaning, drainage interference, earth work, and erosion.
17. Lahontan Regional Water Quality Control Board (LRWQCB) regulations shall be followed to prevent erosion and runoff impacts to the adjacent riparian and wetland area, and may include post-construction stormwater management plans, low-impact development solutions (see the Mono County General Plan Appendix), and other measures provided by the California Stormwater Quality Association (CASQA).
18. Construction activities shall be scheduled during daytime hours to reduce disturbance to nocturnal wildlife species.
19. Impacts from night lighting shall be minimized by compliance with the Dark Sky Regulations of Chapter 23 in the Land Use Element of the Mono County General Plan, which requires lighting to be shielded and directed downward, or of low wattage, to minimize glare and light trespass outside the intended area of illumination.
20. Construction and use of the proposed facility will comply with Mono County Code 10.16 Noise Regulation which limits exterior and construction noise levels.
21. A “will serve” letter from the Long Valley Fire Protection District will be obtained before construction begins.
22. A “will serve” letter will be obtained from the Hilton Creek Community Services District for sewer service.
23. A “will serve” letter will be obtained from Mountain Meadows Water Company for water service.
24. Impacts from night lighting shall be minimized by compliance with the Dark Sky Regulations of Chapter 23 in the Land Use Element of the Mono County General Plan, which requires lighting to be shielded and directed downward, or of low wattage, to minimize glare and light trespass onto adjoining uses.
25. All proposed signage will comply with Chapter 7 – Signs in the Land Use Element of the Mono County General Plan.
26. A landscaping plan will be required. All site disturbances shall be revegetated with a mix of indigenous species native to the site.
27. The visual impacts of parking areas shall be minimized through the use of landscaping, covered parking, siting which screens the parking from view, or other appropriate measures.
28. The design, color, and building materials for structures, fences, and signs shall be compatible with the natural environment and/or surrounding community.
29. Reflective materials will not be used or use will be minimized.
30. Work shall be stopped and appropriate agencies will be notified if archaeological evidence is encountered during earthwork activities. No disturbance of an archaeological site shall be permitted until such time as a qualified consultant is hired and an appropriate report is filed with the County Planning Department which identifies acceptable site mitigation measures

Correspondence regarding the CSA #1 Skate park project

-----Original Message-----

From: Mono County California [mailto:noreply@mono.ca.gov]

Sent: Friday, February 26, 2016 9:08 AM

To: Leslie Chapman <lchapman@mono.ca.gov>

Subject: Form submission from: Contact the County

Submitted on Friday, February 26, 2016 - 9:07am Submitted by anonymous user:
[107.184.18.42] Submitted values are:

Name: Rick Fee - 612 Sierra Springs Dr.

E-mail Address:

County Department: County Administrative Officer

Comments: Honorable Mono County Board of Supervisors and CAO, I would like express my concerns with expenditures on the proposed Crowley Lake skate park. According to a recent newspaper article, the estimated costs for this skate park will be well over a half million dollars. As a resident of the adjoining community, our HOA has approached the county concerning the condition of the roads within our Sierra Springs neighborhood. The deep cracks in the asphalt have become worse and worse each year since I originally purchased my property over 15 years ago. We were told by the county that there is no money for the replacement of the roads. We were also told there is not even enough money to fill the cracks as a temporary fix. Yet we now have \$560,000 for a skate park in the same area?? Ironically, the cracks in our asphalt are so big that our kids can't even ride their skateboards to the location of this proposed skate park. I don't have anything against the concept of a community skate park. But I am opposed to a costly expenditure on a luxury item when we have been unable to meet our basic needs. Please reconsider this proposed plan and focus our tax money where it is needed most. Thank you.

From: Leslie Chapman

Sent: Monday, February 29, 2016 5:52 AM

To: Rick Fee

Cc: Fred Stump; Shannon Kendall; Bob Musil; Helen Nunn

Subject: RE: Form submission from: Contact the County

Dear Mr. Fee,

Thank you for your message.

Road funds and Community Service Area (CSA) funds are two completely separate pots of money.

Road funds come from State, Federal and County General Funds.

CSA funds are derived from property taxes and the use is determined by a board that is separate from the County Board of Supervisors.

In addition to being approved by the CSA Board, large expenditures must also be approved by the County Board of Supervisors.

The first skate park expenditure is expected to go to the County Board for approval (or not) on March 15th in Mammoth, so that would be a good meeting for you to attend.

I will try to get that scheduled first thing that morning or right after lunch to make it most convenient for public comment.

Additionally, I will forward your email to the Clerk of the Board for distribution to all Board Members and the public.

Please contact me directly if you have further questions or comments.

Leslie L. Chapman
Mono County Administrative Officer
PO Box 696
Bridgeport, CA 93517
Bridgeport - (760) 932-5414
Mammoth – (760) 924-1703
Cell – (760) 937-7958Dear Supervisor Stump and CAO Chapman,

From: Fred Stump <fstump@mono.ca.gov>
To: Rick Fee
Cc: Leslie Chapman <lchapman@mono.ca.gov>
Sent: Monday, February 29, 2016 11:35 AM
Subject: FW: Form submission from: Contact the County

Mr. Fee,

Thank you for your email. I want to follow up with some additional information to that provided by CAO Chapman. As the CAO said, CSA 1 funds are separate from other County funding sources. They are not included as part of the County operational budget. Their usage is restricted to functions consistent with their legal scope of powers. Certain community improvement funding is within their scope of funding but road maintenance, unless specifically associated with a project CSA 1 is funding, is not. The CSA is not completely independent from the County like a Special District such as the Fire District is, which gives the Board of Supervisors some oversight authority. Here is some other information about CSA 1:

1. CSA 1 is governed by a five member Board. They usually meet on the last Tuesday of the month at 5:30. They meet at the Crowley Community Center. Two of the Board members are Sierra Springs residents and members of the HOA. My job as a Supervisor is to respect the decisions of the CSA 1 Board as long as those decisions are legally made and do not obligate the County fiscally in any way. The Board of Supervisors does have to approve any CSA 1 expenditure over \$5000 since this is revenue from Property Taxes generated inside their service area. I can get you a map of their service area if you wish.

2. CSA 1 did two surveys to determine what projects the Community wanted. Both a new library and a skate park are on the list. Building a new library has other problems associated with it so the CSA 1 Board made the decision to move ahead with a skate park. A public workshop to confirm this decision was held by the CSA last fall. Around 30 people attended. All but two were in favor of the park.

I am aware of the condition on the roads in the Sierra Springs subdivision and a road rebuild is on the list of County projects. State raised gas tax moneys have been a major source of County Road Department funding for both regular operations and maintenance. The State of California cut Mono County's funding \$500,000 this fiscal year. In addition, the State Transportation Commission cut completely or deferred over \$50 million in previously authorized statewide transportation projects due to insufficient funds. One of these projects is a \$1.2 million maintenance project on Mono County roads. If you want more information about these funding problems or the County Budget as a whole let me know. The lack of funding availability is a

reality, not just a talking point. I would like to be able to tell you otherwise but I would not be telling you the truth.

Thank you for reading this,

Fred Stump
District 2 Supervisor

From: Rick Fee
Sent: Monday, February 29, 2016 12:58 PM
To: Fred Stump <fstump@mono.ca.gov>
Cc: Leslie Chapman <lchapman@mono.ca.gov>
Subject: Re: Form submission from: Contact the County

Thank you for your responses. I truly appreciate the responsiveness and the personal attention that seems to be prevalent within the Mono County government.

I suspected that the funds within the CSA may have been earmarked for specific purposes. Thanks to you both for explaining this further. That said, I hope you can understand that to the residents and tax payers, such inflexibility within the budget can be difficult to swallow at times. Please give this consideration when allocating future budget monies.

As I mentioned, I'm not particularly opposed to the concept of a community skate park. Though the fact that it is reportedly twice the size of the one in Mammoth does cause me to stop and think... But the meat and potatoes is - I see a lot of my money going to the county in the form of taxes on an annual basis. Then I see an expensive luxury item in the budget while an item like road maintenance is being postponed indefinitely. I hope you can appreciate this perception from the view of the tax payer. In the end, I do understand the budget realities you've described.

Again, thank you for your timely responses to my email. And thanks to you both for the jobs you do.

Sincerely,
Rick Fee



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2016

Departments: CAO

TIME REQUIRED 15 minutes (5 minute presentation;
10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Leslie Chapman

SUBJECT Potential Sale of Benton Rental Units

AGENDA DESCRIPTION:

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

Potential sale of Benton Housing Units.

RECOMMENDED ACTION:

1. Authorize the CAO and County Counsel to enter into negotiations with the Utu Utu Gwaitu Paiute tribe for the possible sale of that portion of Parcel 24-131-29 owned by the County in Benton which contains two housing units, and 2. Authorize Staff to prepare a record of survey and take other associated actions to divide the parcel for the purposes of conveyance.

FISCAL IMPACT:

If the sale is completed, anticipated revenue is proposed to go to the Housing Mitigation fund for low income housing, with a portion to be put towards Benton park maintenance. Additionally, there will be a reduction in annual maintenance costs, as well as a reduction in required staff time to maintain and manage low income rental units located in Benton.

CONTACT NAME: lchapman@mono.ca.gov

PHONE/EMAIL: 760-932-5414 / 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](#)

History

Time

Who

Approval



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman
County Administrative Officer

March 15, 2016

To: Honorable Mono County Board of Supervisors

From: County Administrator's Office: Leslie Chapman
Community Development: Scott Burns
County Counsel: Stacey Simon
Environmental Health: Louis Molina
Finance: Megan Mahaffey
Public Works: Jeff Walter, Garrett Higerd, Joe Blanchard

Re: Negotiation for the sale of the Benton Housing Units

Recommended Action:

1. Authorize the CAO and County Counsel to enter into negotiations with the Utu Utu Gwaitu Paiute tribe for the possible sale of that portion of Parcel 24-131-29 owned by the County in Benton which contains two housing units, and
2. Authorize Staff to prepare a record of survey and take other associated actions to divide the parcel for the purposes of conveyance.

Background:

Mono County acquired a 4.32 acre parcel from Caltrans in 1996. The acquisition of this parcel was to benefit the Mono County Road Department operations as the parcel is located adjacent to the existing maintenance facility. Caltrans transferred the title in exchange for the phased elimination of a clause in an old freeway maintenance agreement which stipulates that the State will provide County with 58 miles of centerline striping annually. The end result of the "phase out" period was that the Mono County Road Department would need to budget for an additional 58 miles of centerline striping annually.

Parcel 24-131-29 includes two housing units, a well, two sheds, a maintenance yard and storage. The housing units were converted into low income rental units with extensive voluntary effort and grant funding. Several times in the last 10 years the units have suffered significant damage due to tenant use. Each time the Public Works department has spent necessary funds to repair the damage so the houses could be placed back on the rental market. In recent years Housing Mitigation funds have been used to ensure housing units were maintained and in condition for renting to low income individuals.

Discussion:

Mono County was approached by the Utu Utu Gwaitu Paiute tribe with interest in purchasing the Benton houses and need for additional low income housing. In response to the Tribe's interest in purchasing the houses, Mono County Public Works has worked with the Mono County Planning and Environmental Health to establish a property line for record of survey that includes the two rental units as well as the property which holds the septic system and well. The proposed conveyance of property for affordable housing purposes is consistent with the Mono County General Plan and the Mono County Housing Element. The division of the parcel is exempt from the subdivision map act as per Chapter 2, Article 1. 66426.5 *Exceptions for conveyance to public agencies*. Staff recommends moving forward with conveyance of a portion of parcel 24-131-29 and record of survey to allow for sale of a 1.29 acre lot with zoning that supports the intended use of the Benton Paiute Tribe. The sale of the property will allow for the intended use of the Benton Paiute Tribe and will continue to provide housing to low income individuals as per the intent of the Benton houses held by Mono County. The laws governing the exchange, disposal or lease of property in Government Code Section 25365 allow for the sale of property directly to a public entity at their request without providing notice to other agencies or calling for a competitive bid. The sale of the property was discussed at the Benton/Hammil Community meeting on February 29, 2016 and no concerns were raised.

Fiscal Impact of Requested Actions:

If the sale is completed, anticipated revenue is proposed to go to the Housing Mitigation fund for low income housing, with a portion to be put towards Benton park maintenance. Additionally, there will be a reduction in annual maintenance costs, as well as a required staff time to maintain and manage low income rental units located in Benton.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2016

Departments: Clerk-Recorder

TIME REQUIRED 20 minutes (5 minute presentation;
15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Bob Musil

SUBJECT Electronic Recording Delivery System

AGENDA DESCRIPTION:

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

Discussion of Mono County's proposed participation in a system which allows documents to be recorded electronically. Consider and potentially approve Resolution #R16 ____, A Resolution of the Mono County Board of Supervisors Authorizing Mono County's Participation in an Electronic Recording Delivery System.

RECOMMENDED ACTION:

Adopt proposed resolution #R16-____, authorizing Mono County's Participation in an Electronic Recording Delivery System. Provide any desired direction to staff.

FISCAL IMPACT:

Startup costs of \$18,100, paid for using Recorder's Modernization Funds. Annual operating costs of \$4,538, offset by revenue of \$5,868 from increased recording fees. There is no impact to the general fund.

CONTACT NAME: Bob Musil

PHONE/EMAIL: 7609325538 / 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
Staff Report
RESOLUTION
DOJ Agreement

Recording Statistical Report
CERTNA Benefits and Costs
G2G MOU
ERDS MOU

History

Time	Who	Approval
3/8/2016 11:19 AM	County Administrative Office	Yes
3/8/2016 1:53 PM	County Counsel	Yes
3/8/2016 11:19 AM	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, Clerk-Recorder

Date: March 1, 2016

Subject

Electronic Recording of Documents

Recommendation

Consider and potentially approve a resolution consisting of the following:

1. Authorize the Clerk-Recorder to notify the California Attorney General that Mono County intends to begin accepting electronically filed documents for recording (ERDS) beginning in fiscal year 2016/2017;
2. Authorize the Clerk-Recorder to enter into a MOU with the California Electronic Recording Transaction Network Authority (CeRTNA) to provide a portal for receipt of electronically transmitted documents;
3. Authorize the Clerk-Recorder to enter into a MOU with CeRTNA to provide a portal for receipt of electronically transmitted government-to-government (G2G) documents;
4. Increasing the fee for recording all documents by one dollar (\$1.00). The money raised by this increase would go into a trust fund for the sole purpose of funding the ERDS program.

Discussion

In order to streamline the transmission of documents to the Clerk/Recorder's office for recording, the Clerk/Recorder is proposing to begin accepting electronically filed documents. Electronic recording is authorized under California Government Code §27390-27399, known as the Electronic Recording Delivery Act of 2004.

There are two types of electronic recording: Government-to-government and commercial electronic recording. G2G recording is typically items such as tax liens on property, easements, and maps. This type of recording can be implemented very quickly if your Board chooses to do so.

Commercial electronic recording is a much more involved process. This type of recording is managed by the California Department of Justice, on a fiscal year basis. The deadline for applying to participate in electronic recording for fiscal year 2016/2017 is March 31. The earliest Mono County could begin to accept electronically filed documents for recording would be July 1, 2016, although required background checks and security audits could push back the actual start date.

All electronic recording of either type must be passed to the Recorder through one of two secured portals. CeRTNA, a consortium of California counties, is the preferred vendor for Mono County. They charge a fee based on the total volume of recordings in a county. At our current volume there is no fee, but it is anticipated that in the next 2-3 years our volume will increase to a level that triggers an annual fee of \$2,000.

The Clerk-Recorder has non-general fund resources to pay for the startup costs associated with these programs. In the 2015/2016 budget, the Clerk-Recorder was authorized to spend up to \$50,000 for enhancements to the recording system, using money already in the Modernization Fund. Under California Government Code §27361, these funds may only be used to support, maintain, improve, and provide for the full operation for modernized creation, retention, and retrieval of information in each county's system of recorded documents.

In order to pay the ongoing costs without using general fund dollars, the Clerk-Recorder is recommending that the fee for all recorded documents be increased by \$1.00, and that the moneys collected be deposited into an electronic recording fund, to be used for the sole purpose of paying costs directly related to the electronic recording of documents. This fee is authorized by California Government Code §27397. Based on 2015 recording volume, current anticipated revenue would be \$5,868. Current anticipated annual expenses are \$4,538, and the remaining balance would be available for training and system upgrades.

Fiscal Impact

Total startup costs are projected to be \$18,100.

Security Audit	\$ 2,000
2 Workstations	\$ 3,000
2 Workstation Desks	\$ 1,000
Department of Justice Administration Fee (estimated)	\$ 500
Halffile G2G module	\$ 5,800
<u>Halffile ERDS module</u>	<u>\$ 5,800</u>
Total Startup Costs	\$18,100

Total annual costs are projected to be \$4,538.

Department of Justice Administration Fee	\$ 500
Sinking Fund for Technology Replacement	\$ 600
Maintenance fee for G2G module	\$ 719
Maintenance fee for ERDS module	\$ 719
CeRTNA annual fee – current	\$ 0
<u>CeRTNA annual fee – anticipated</u>	<u>\$2,000</u>
Estimated annual costs	\$4,538

Offsetting Income

2015 Recordings – 5,868 X 1.00	\$5,868
--------------------------------	---------



RESOLUTION NO. R16-__

**A RESOLUTION OF THE MONO COUNTY BOARD
OF SUPERVISORS AUTHORIZING MONO COUNTY'S
PARTICIPATION IN AN ELECTRONIC RECORDING DELIVERY SYSTEM**

WHEREAS, California Assembly Bill 578 (AB 578) of 2004 has been enacted to authorize a County Recorder to establish an Electronic Recording Delivery System for the recording of specified digitized and digital electronic records; and

WHEREAS, Said legislation requires a resolution from the County Board of Supervisors to authorize County participation in the Electronic Delivery System; and

WHEREAS, Said legislation states that the County shall execute an agreement with the various authorized submitters who wish to submit documents electronically; and

WHEREAS, California Government Code §27397 authorizes a County Recorder to impose a fee in an amount up to and including \$1.00 for each instrument that is recorded by the County; and

WHEREAS, California Government Code §27397 authorizes a County Recorder to impose a fee upon any vendor seeking approval of software and other services as part of an Electronic Delivery System and upon any person seeking a Submitter Agreement; and

WHEREAS, the California Attorney General has been delegated the authority and responsibility for establishing regulations and the regulation and oversight of the Electronic Recording Delivery System,

NOW, THEREFORE, LET IT BE RESOLVED by the Mono County Board of Supervisors as follows:

SECTION 1. The Mono County Board of Supervisors approves the participation of Mono County in the Electronic Delivery Act of 2004.

SECTION 2. The Mono County Board of Supervisors authorizes the Clerk-Recorder, or his designee, as agent to conduct all negotiations and execute and submit all documents which may be necessary for the participation of Mono County in the Electronic Recording Delivery System.

SECTION 3. The Mono County Board of Supervisors authorizes the Clerk-Recorder, or his designee, as agent to impose a fee in an amount up to and including \$1.00 for each instrument that is recorded by Mono County.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECTION 4. The Mono County Board of Supervisors authorizes the Clerk-Recorder, or his designee, as agent to impose a fee to be adopted by the Board of Supervisors upon any vendor seeking approval of software and other services as part of an Electronic Delivery System and upon any person seeking a Submitter Agreement.

SECTION 5. The Mono County Board of Supervisors authorizes the Clerk-Recorder, or his designee, as agent to issue payments to the California Attorney General through the Department of Justice for Mono County's allocated share of the direct cost of program oversight.

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

Stacey Simon
Acting County Counsel



Applicant Record and Certification Branch
Electronic Recording Delivery System Program
P.O. BOX 160526
SACRAMENTO, CA 95816-0526
Facsimile (916) 227-0595
(916) 227-8907

January 29, 2016

Linda Romero
County Recorder
Mono County
PO Box 237
Bridgeport, CA 93517

RE: Electronic Recording Delivery System (ERDS) -- Letter of Intent (LOI) Announcement
Fiscal Year 2016/17

Pursuant to Government Code section 27397(a), the Attorney General is authorized to collect from counties the direct cost of regulation and oversight from a county establishing an electronic recording delivery system. In order to determine the allocated cost of regulation and the oversight among participating counties, the Letter of Intent process was established.

The Letter of Intent for Fiscal Year 2016/17 is enclosed. Please return a completed Letter of Intent no later March 31, 2016.

Based on the responses from the Letters of Intent from prospective counties, an initial allocated cost will be estimated for each participating county. The California Department of Justice (DOJ) will then issue an initial estimated cost to each County and request a confirmation from each county of participation. By August 31, 2016, the DOJ will then issue a final cost based on a decrease or increase in participation and based on a decrease or increase in the DOJ operating cost. The final cost to a participating county will be incorporated by reference in the current Memorandum of Understanding (MOU) Addendum between the county and the DOJ or establishment of a MOU between a new participating county and the DOJ.

Each participating county's proportionate share of the direct cost will be factored based on that county's total number of documents recorded and filed as reported to the Office of the Insurance Commissioner, as provided in Government Code section 27296, for the previous year. The formula to determine a county's proportionate cost is set by the total documents recorded and filed per individual participating county, divided by the total documents recorded and filed by all participating counties. The percentage figure obtained for each county is applied to the estimated annual costs of the Attorney General to arrive at an individual participating county figure. The estimated costs of the Attorney General are those costs projected to be incurred in Fiscal Year 2016/17.

Letter of Intent From County Participants

Fiscal Year 2016/17

TO: Michelle N. Mitchell, Field Representative
Department of Justice
Electronic Recording Delivery System
P.O. Box 160526
Sacramento, CA 95816-0526

INTENT TO PARTICIPATE

On behalf of the County of Mono, I hereby notify the Attorney General of the County's intent to participate in the electronic recording delivery system established under the Electronic Recording Delivery Act of 2004. Pursuant to the Act, a participating county is responsible for paying the direct cost of the regulation and oversight by the Attorney General. I understand that the cost allocated to the County will depend on the number of participating counties and that the County shall receive the cost of participation from the California Department of Justice (DOJ). In order to determine the cost to the County of Mono, enclosed herewith is a copy of the report of documents filed and recorded with the Office of the Insurance Commissioner as provided by Government Code section 27296, for the previous year. The DOJ shall respond with the cost to the County along with the estimated costs of the Attorney General for regulation and oversight to be incurred in the next fiscal year.

Upon review and acceptance of the cost to the County, the County Recorder shall notify the DOJ of their interest to participate. The DOJ shall confirm the estimated cost to allow for any adjustments caused by a decrease or increase in county participation and a decrease or increase in the DOJ operating cost. If the final cost is satisfactory, the County will agree to enter into a Memorandum of Understanding with the DOJ to cover the direct cost of regulation and oversight.

Signature: _____
County Recorder

Date: _____

Percentage of documents e-recorded for the previous year: _____

Do not include the G2G documents in this percentage.

INTENT TO NOT PARTICIPATE

On behalf of the County of Mono, I hereby notify the Attorney General of the County's intent to not participate in the electronic recording delivery system established under the Electronic Recording Delivery Act of 2004.

Signature: _____
County Recorder

Date: _____

Memorandum of Understanding
Process/Timeline
FISCAL YEAR 2016/17*

1. January 29, 2016: Prepare and distribute Announcement Letter and Letters of Intent to all 58 County Recorders.
(Those counties not initially participating will receive this information each year until a Letter of Intent is received indicating a desire to participate.)
2. March 31, 2016: Letter of Intent responses and copy of report from the Office of the Insurance Commissioner due from County Recorders to the Department of Justice (DOJ) indicating whether or not they will be participating.
3. April 29, 2016: Calculations of initial estimate prepared by DOJ and distributed to County Recorders.
(Process performed annually.)
4. May 31, 2016: Final response due from participating County Recorders.
(Process performed annually.)
5. August 31, 2016: MOU or Addendum mailed to County Recorders of interested Counties with final cost.
(Process performed annually.)
6. September 30, 2016: MOU or Addendum signed and received by DOJ; payment due to DOJ within 30 days.
(Counties will receive a new cost analysis annually.)

Fiscal Year 2017/18 MOU/Timeline will be updated and distributed in January 2017.



BENEFITS OF MEMBERSHIP

CeRTNA offers membership options to meet the various needs and desires of California counties.

- **OPTION 1 - Director-Level membership.** This option provides the member county with the full range of CeRTNA services and benefits to include a seat on the Board and software ownership along with unlimited access to CeRTNA's extensive training and documentation libraries.
- **Option 2 - Client-Level membership.** This option was designed for counties who wish to utilize CeRTNA's state-of-the-art system but do not need or desire to participate in the organization at the board-level. Member counties still have access to CeRTNA's comprehensive range of services and benefits, albeit at a reduced level.

Services and Benefits	Director-Level	Client-Level
Seat on Board of Directors	X	
• Develop/Adopt Annual Operating Budget	X	Public Input
• Approve System Upgrades & Enhancements	X	User Group Input
• Brown Act Organization (Public)	X	X
• Organizational Stability (JPA)	X	X
• Software Source Code Beneficiary (Owner)	X	
• Full-Time, Dedicated Support (Helpdesk)	Unlimited	Limited
Support Service Level Agreement (Response)	2 business hours	4 business hours
Access to National Submitters (Bulk Submission)	X	X
Access to Local Submitters (Digitized Submission)	X	X
Technical Standards Committee	Voting	Member
Certification Policies and Procedures Committee	Voting	Member
Access to Documentation Library	X	X
• User Guides	X	X
• Administrator Guides	X	X
• Resolution/MOU Templates	X	X
CeRTNAcademy Training Library	Unlimited	Limited
• Submitter Training	Unlimited	Limited
• Administrator Training	Unlimited	Limited
CeRTNAccess List Server and Support Board	X	X
DOJ Certification Support	X	County Paid
Recorder Vendor Interface Support/Training	X	X
Submission Vendor Interface Support/Training	X	X
Submitter/County MOU Administration & Support	X	Limited
Free Web-based Submission Client	X	X
Full County-Level Administrative Access	X	X
Security Provisioning and Management Support	X	X
ACH Support	X	X
Established Vendor Interfaces	X	X
Fully Redundant System Infrastructure (ERDS)	X	X

MEMBERSHIP FEE STRUCTURE - EFFECTIVE 01/01/2016

INITIAL FEES

- No payment until county is in production.
- No initial buy-in or up-front costs.
- No additional maintenance costs.

DIRECTOR-LEVEL COUNTY

- Charged per document based on the Board of Directors' adopted, annual operating budget. Please feel free to contact CeRTNA for the current per document rate in effect.

CLIENT-LEVEL COUNTY

- Charged based on an annual licensing cost according to the county's annual recording volumes.

County's Annual Recording Level	Initial Cost	Annual Cost
✓ > 500,000 documents recorded	\$0	\$100,000
✓ 400,001 – 500,000 documents recorded	\$0	\$80,000
✓ 300,001 – 400,000 documents recorded	\$0	\$60,000
✓ 200,001 – 300,000 documents recorded	\$0	\$40,000
✓ 100,001 – 200,000 documents recorded	\$0	\$25,000
✓ 80,001 – 100,000 documents recorded	\$0	\$10,000
✓ 60,001 – 80,000 documents recorded	\$0	\$8,000
✓ 40,001 – 60,000 documents recorded	\$0	\$6,000
✓ 20,001 – 40,000 documents recorded	\$0	\$4,000
✓ 10,001 – 20,000 documents recorded	\$0	\$2,000
✓ < 10,001 documents recorded	\$0	\$0

Please Note: The CeRTNA Board of Directors may adopt changes to this pricing at any time. Please contact CeRTNA to ensure that you have the latest tier pricing chart.



222 W Hospitality Ln
San Bernardino, CA 92415
p. 909-386-8852
exec@CeRTNA.com

1 C. CERTNA shall install at RECORDER's facilities the necessary software
2 for RECORDER's access to the CERTNA G2G System. RECORDER shall provide
3 appropriate hardware and other software that may be necessary for connection to the
4 CERTNA G2G System. CERTNA and RECORDER shall work together to test the
5 installation to ensure that the installation is functional and is protected by applicable
6 security systems.

7 D. CERTNA retains ownership of the CERTNA G2G software and is
8 responsible for any modifications, upgrades, or enhancements. CERTNA has final
9 authority on the functionality, enhancements, or upgrades of the CERTNA G2G
10 software.

11 E. RECORDER is expressly prohibited from making any
12 software/hardware modification to the CERTNA G2G system without written consent of
13 CERTNA.

14 F. CERTNA or RECORDER or any state agency that is part of the
15 CERTNA G2G System may terminate access to the CERTNA G2G System, or any part
16 thereof, or may terminate access of any authorized staff, at any time it deems it
17 necessary to protect the CERTNA G2G System, to protect the public interest, to protect
18 the integrity of public records, or to protect homeowners or real property owners from
19 financial harm. No cause of action or liability against the RECORDER or CERTNA or
20 any government agency shall arise from any decision of the RECORDER or CERTNA
21 or any government agency to terminate or deny access of any person or entity to the
22 CERTNA G2G System.

23 G. Access to the CERTNA G2G software, scan, and transmission process
24 shall be governed by an authentication system approved by CERTNA and RECORDER.
25 All administrative access to the authentication system shall be restricted to RECORDER
26 employees and CERTNA employees and appropriate state agency employees.

1 RECORDER shall delete or modify security access for those individuals who leave its
2 employ.

3 H. RECORDER shall provide CERTNA with physical access during
4 normal business hours to all of RECORDER's hardware and software interacting with
5 the CERTNA G2G System.

6 ARTICLE III – TECHNICAL REQUIREMENTS

7 A. RECORDER shall accept digitized images or digital images of
8 recordable Instruments sent via the CERTNA G2G System in conformance with
9 Government Code section 27279.

10 ARTICLE IV – GENERAL PROVISIONS

11 A. In the performance of this MOU, CERTNA and RECORDER shall each
12 act in an independent capacity and not as an officer, employee, or agent of the other.

13 B. RECORDER shall not enter into any subcontract for services covered
14 by this MOU without first obtaining written approval from CERTNA. Any subcontract
15 shall be subject to the same terms and conditions as this MOU.

16 C. This MOU shall not be assigned by any party without the written
17 consent of the other party.

18 D. This MOU is intended by the parties hereto as a final expression of
19 their understanding with respect to the subject matter hereof and supersedes any and
20 all prior or contemporaneous MOUs or understandings or contracts. This MOU may be
21 changed or modified only upon the written consent of the parties hereto. Any alteration,
22 variation, modification, amendment or waiver of the provisions of this MOU shall be
23 valid only when reduced to writing and signed by the parties hereto.

24 E. In the event of a problem or potential problem that could impact the
25 quality or quantity of work, services, or the level of performance under this MOU, the
26 party with knowledge of the problem shall notify the other party as soon as possible in
27 writing and by telephone.

1 F. This MOU shall be governed by the laws of the State of California.

2 G. The RECORDER and CERTNA shall each have the absolute right to
3 review and audit any aspect of the CERTNA G2G System, security, all related records,
4 books, papers, documents, and other pertinent items as requested. Each party shall
5 provide full cooperation to the other party in any auditing or monitoring conducted. All
6 records pertaining to services under this MOU shall be available for examination and
7 audit by RECORDER and CERTNA representatives for a period of one year.

8 H. RECORDER agrees to indemnify, defend and hold harmless CERTNA,
9 its authorized officers, employees, agents and volunteers from any and all claims,
10 actions, losses, damages and/or liability arising from RECORDER's acts, errors or
11 omissions and for any costs or expenses incurred by CERTNA on account of any claim
12 therefore, except where such indemnification is prohibited by law. CERTNA agrees to
13 indemnify, defend and hold harmless RECORDER, its authorized officers, employees,
14 agents and volunteers from any and all claims, actions, losses, damages and/or liability
15 arising from CERTNA's acts, errors or omissions and for any costs or expenses
16 incurred by RECORDER on account of any claim therefore, except where such
17 indemnification is prohibited by law.

18 ARTICLE VI – NOTICES AND REPORTS

19 Any notice or report desired to be served by either party upon the other
20 shall be addressed, personally delivered, or mailed to the respective parties as set forth
21 below:

22 RECORDER: _____
23 _____
24 _____

25 CERTNA: Patrick Honny
26 Executive Director
27 CERTNA
28 222 W. Hospitality Lane
San Bernardino, CA 92415

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE VII – TERM AND TERMINATION

A. This MOU shall take effect as of the date set forth above and shall continue in full force and effect until terminated hereunder.

B. Either party may terminate this MOU for any reason by serving the other party with prior written notice of at least thirty (30) business days.

C. Upon termination, all CERTNA G2G software and/or equipment owned by CERTNA or RECORDER must be returned to its owner within thirty (30) days of termination.

D. In addition to other termination provisions contained herein, in the event that either party determines that the other party’s performance of its duties or other terms of this MOU are deficient in any manner, notice of such deficiency shall be sent in writing or orally, provided written confirmation is provided five (5) days thereafter. Any deficiency shall be remedied within forty-eight (48) hours of such notification, or the other party may, at its option, terminate this MOU immediately upon written notice.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

CERTNA

By: _____

RECORDER

By: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN CERTNA
AND MONO COUNTY FOR ELECTRONIC RECORDATION
IMPLEMENTATION PURSUANT TO GOVERNMENT CODE
SECTIONS 27390 *et. seq.***

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and executed as of this th day of _____, 201 , (the "EFFECTIVE DATE"), by and between the California Electronic Recording Transaction Network Authority ("CERTNA"), a Joint Powers Authority, and Mono County, a political subdivision of the State of California ("COUNTY").

RECITALS

CERTNA has developed and implemented an electronic recording system pursuant to Government Code 27390 *et seq* (the "CERTNA System"). The CERTNA System has been certified by the California Attorney General, and participants in the CERTNA System can accept for recordation DIGITIZED ELECTRONIC RECORDS and certain DIGITAL ELECTRONIC RECORDS pursuant to Government Code 27390 *et. Seq.* and regulations issued pursuant thereto. COUNTY seeks to participate in the CERTNA System. The rights and responsibilities established by this MOU are intended to assure the continuing security and lawful operation of the CERTNA System under Government Code Sections 27390 *et seq.* and applicable regulations.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CERTNA and COUNTY hereby agree as follows:

ARTICLE I -- DEFINITIONS

Terms used in this MOU in all capital letters and not otherwise defined herein have the meaning given in Government Code Section 27390 *et seq.*

ARTICLE II – GENERAL DUTIES AND RESPONSIBILITIES

A. COUNTY agrees to become a voluntary participant in the CERTNA System.

COUNTY is designated as a “Client-Level Member” of CERTNA entitling them to receive the services and benefits set forth on APPENDIX A attached hereto and incorporated herein, from CERTNA, with rights and responsibilities defined by this MOU. COUNTY is not a party to the Joint Powers Agreement that governs CERTNA.

B. For participation in the CERTNA System, COUNTY shall pay to CERTNA fees calculated pursuant to the TIER PRICING PLAN (the “ERDS FEES”), which is based on the number of documents recorded with the COUNTY annually and for which an electronic recording delivery fee of \$1.00 is collected by COUNTY at the time of recording such documents (the “ERDS FEE DOCUMENTS”). No later than February 1 of each year, COUNTY will report to CERTNA the number of ERD FEE DOCUMENTS recorded in the preceding year. No later than March 1 of each year CERTNA shall provide to COUNTY an invoice of all ERDS FEES due annually based on the volume of ERDS FEE DOCUMENTS reported and the then current TIER PRICING PLAN (as defined below), and COUNTY shall pay such fees within 30 days of receipt of the invoice. The tier pricing plan is attached hereto as APPENDIX B (the “TIER PRICING PLAN”), and is incorporated into this MOU by reference. The TIER PRICING PLAN may be revised by CERTNA once each calendar year, but any revised TIER PRICING PLAN is not effective until at least 90 days after CERTNA provides COUNTY with notice of the revised TIER PRICING PLAN. Notwithstanding the provisions of Article IV, Section D of this MOU, the TIER PRICING PLAN may be revised as provided in the foregoing sentence and such revisions do not require a formal amendment to this MOU. Any revised TIER PRICING PLAN shall bear the date that it is effective and shall supersede the preceding TIER PRICING PLAN.

Other costs that are ancillary to COUNTY's participation in the CERTNA System, such as the required SECURITY TESTING, are not included in the TIER PRICING PLAN and are the sole responsibility of COUNTY. COUNTY's payment of ERDS FEES will not exceed \$5,000 for any calendar year during the first three years of this MOU.

C. COUNTY shall install at COUNTY's facilities pursuant to applicable law and CERTNA guidelines attached hereto as APPENDIX C and incorporated into this MOU by reference the necessary hardware and software for COUNTY's access to the CERTNA System. CERTNA and COUNTY shall work together to test the installation to ensure that the installation is functional and is protected by applicable security systems.

D. CERTNA retains ownership of the CERTNA software and is responsible for any modifications, upgrades, or enhancements. CERTNA has final authority on the functionality, enhancements, or upgrades of the CERTNA software.

E. COUNTY is expressly prohibited from making any software/hardware modification to the CERTNA system without written consent of CERTNA.

F. CERTNA or COUNTY or the California State Attorney General may terminate access to the CERTNA System, or any part thereof, or may terminate access of any authorized COUNTY staff at any time it deems it necessary to protect the CERTNA System, to protect the public interest, to protect the integrity of public records, to protect homeowners or real property owners from financial harm, or at any other time as authorized by law. No cause of action or liability against the COUNTY or CERTNA or California Attorney General shall arise from any decision of the COUNTY or CERTNA or California Attorney General to terminate or deny access of any person or entity to the CERTNA System.

G. Access to the CERTNA software, scan, and transmission process shall be governed by an authentication system approved by CERTNA and COUNTY (“AUTHENTICATION SYSTEM”). All administrative access to the AUTHENTICATION SYSTEM shall be restricted to COUNTY employees and CERTNA employees and California Attorney General employees and authorized COMPUTER SECURITY AUDITORS. COUNTY shall delete or modify security access for those individuals who had AUTHENTICATION SYSTEM access and leave its employ and notify CERTNA of any change in employee status.

H. COUNTY shall provide CERTNA with physical access at the COUNTY Recorder’s office during normal business hours to all of COUNTY’s hardware and software interacting with the CERTNA System.

ARTICLE III – TECHNICAL REQUIREMENTS

A. COUNTY shall accept DIGITIZED ELECTRONIC RECORDS or DIGITAL ELECTRONIC RECORDS of recordable Instruments sent via the CERTNA System in conformance with Government Code section 27390 *et seq.* and applicable regulations.

B. CERTNA represents to COUNTY that the CERTNA System has been certified by the California State Attorney General as required by Government Code Sections 27390 *et seq.*

C. CERTNA represents and warrants to COUNTY that the CERTNA System will allow COUNTY to accept for recording electronic INSTRUMENTS (as defined in the Title 11, Division 1, Chapter 18 of the California Code of Regulations), in accordance with Government Code Sections 27390 *et seq.*

ARTICLE IV – GENERAL PROVISIONS

A. In the performance of this MOU, CERTNA and COUNTY shall each act in an independent capacity and not as an officer, employee, or agent of the other.

B. Neither COUNTY or CERTNA shall enter into any subcontract for services covered by this MOU without first obtaining written approval from the other party. Any subcontract shall be subject to the same terms and conditions as this MOU.

C. This MOU shall not be assigned by CERTNA or COUNTY without the written consent of the other party.

D. This MOU is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and supersedes any and all prior or contemporaneous Memoranda of Understanding or understandings or contracts. Except for revisions to the TIER PRICING PLAN made pursuant to Article II, Section B, this MOU may be changed or modified only upon the written consent of the parties hereto. Any alteration, variation, modification, amendment or waiver of the provisions of this MOU shall be valid only when reduced to writing and signed by the parties hereto.

E. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this MOU, the party with knowledge of the problem shall notify the other party as soon as possible via electronic messaging and by telephone.

F. This MOU shall be governed by the laws of the State of California.

G. CERTNA shall have the absolute right to review and audit any aspect of the CERTNA System, security, all related records, books, papers, documents, and other pertinent items as requested. The California Attorney General and authorized COMPUTER SECURITY AUDITORS have the right to review and audit any aspect of the CERTNA System, security, all related records, books, papers, documents, and other pertinent items under Government Code section 27390 *et. seq.* and applicable regulations. COUNTY shall provide full cooperation in

any auditing or monitoring conducted. All records pertaining to services under this MOU shall be available for examination and audit by CERTNA representatives and other authorized personnel for a period of one year from the date of their creation.

H. COUNTY agrees to indemnify, defend and hold harmless CERTNA, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from COUNTY's acts, errors or omissions in performing the MOU and for any costs or expenses incurred by CERTNA on account of any claim based on the COUNTY's acts, errors or omissions arising out of its performance of this MOU, except where such indemnification is prohibited by law. CERTNA agrees to indemnify, defend and hold harmless RECORDER and COUNTY, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from CERTNA's acts, errors or omissions in performing this MOU and for any costs or expenses incurred by COUNTY on account of any claim based on CERTNA's acts, errors or omissions arising out of its performance of this MOU, except where such indemnification is prohibited by law.

ARTICLE VI – NOTICES AND REPORTS

Any notice or report desired to be served by either party upon the other shall be addressed, personally delivered, or mailed to the respective parties as set forth below:

COUNTY:

CERTNA:

Patrick Honny
Executive Director
CERTNA
222 W Hospitality Lane
San Bernardino CA 92415

Either party hereto may at any time, by giving ten (10) days written notice to the other party, designate any other contact party, address or facsimile number in substitution of the contact party, address or facsimile number to which such notice or communication shall be given.

ARTICLE VII – TERM AND TERMINATION

A. This MOU shall take effect as of the EFFECTIVE DATE and shall continue in full force and effect unless otherwise terminated as provided in this MOU.

B. Either party may terminate this MOU for any reason by serving the other party with prior written notice of at least thirty (30) days. In the event of such termination, by County the ERDS FEES, as calculated pursuant to Section II.B. above, shall be paid by COUNTY through the end of the calendar year (December 31) in which termination takes place. In the event of such termination, by CERTNA the ERDS FEES, as calculated pursuant to Section II.B. above, shall be paid by COUNTY through the end of the second month following notice of termination by CERTNA. Proration of the fee to be accomplished with the mutual agreement of County and CERTNA.

C. Upon termination, all CERTNA software and/or equipment owned by CERTNA or COUNTY must be returned to its owner within thirty (30) days of termination.

D. In addition to other termination provisions contained herein, in the event that either party determines that the other party's performance of its duties or other terms of this MOU are deficient in any manner, notice of such deficiency shall be sent in writing. Any deficiency shall be remedied within five business days of such notification, or the other party may, at its option, terminate this MOU immediately upon written notice.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

CERTNA

By: _____
Name: Patrick Honny
Title: Executive Director

COUNTY

By: _____
Name:
Title:



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2016

Departments: Public Works, Solid Waste Division

TIME REQUIRED 15 minutes (5 minute presentation;
10 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Tony Dublino

SUBJECT Solid Waste Fee Waiver Programs

AGENDA DESCRIPTION:

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

Presentation of the current status of the County's Solid Waste Fee Waiver Programs, and request for Board direction on future implementation.

RECOMMENDED ACTION:

Consider costs and public benefit of waivers, consider potential implementation alternatives and provide any desired direction to staff.

FISCAL IMPACT:

Depending on Board direction, there is potential for \$10,000/year reduction in redeemed waivers, with costs savings in associated processing of material.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5453 / tdublino@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Resolution 12-72](#)

History

Time	Who	Approval
3/8/2016 5:06 AM	County Administrative Office	Yes
3/9/2016 3:07 PM	County Counsel	Yes
2/26/2016 9:46 AM	Finance	Yes



**MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: March 15, 2016
To: Honorable Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent

Subject: Proposed changes to implementation of Solid Waste Fee Waivers.

Recommended Action: Consider update to the Solid Waste Fee Waiver Program, and provide direction to staff regarding future implementation of the wood waste waiver program, and manure exemption.

Wood Waste Voucher Implementation Options:

1. No change.
2. Limit the total number of waivers issued to any given district.
3. Require that only the property owner may present vouchers for debris cleared from their property.
4. Replace the waiver program with 'free defensible space dump days (Note this item will require amended Resolution).

Manure:

1. No Change.
2. Eliminate Manure exemption, manure would be subject to \$5 per load charge (A noticed public hearing must occur before this action can be taken).
3. Impose price per cubic yard for both organics and manure at Benton and Chalfant closed landfills. (A noticed public hearing must occur before this action can be taken).

Fiscal Impact: Depending on Board direction, there is potential for \$10,000/year reduction in redeemed waivers, with costs savings in associated processing of material.

Discussion: In November 2012, the Board approved Resolution 12-72, which approved the waiver of disposal fees for certain events and programs within the County. The Resolution included community cleanup days, thrift store activities, the wood waste voucher program, as well as illegal dumping cleanup efforts. In March of 2013, the Board separately waived fees for manure based on health and safety concerns. Resolution 12-72 established that staff would monitor the programs and provide updates to the Board. The last update was in December 2013.

The costs of waivers relating to community cleanup days, thrift store activities, and illegal dumping activities have remained stable. Over the last 3 years Community Cleanups have averaged approximately \$2,500 per year, thrift store waivers have averaged about \$500 per year, and illegal dumping waivers have averaged about \$300 per year. These are all within the projected costs when Resolution 12-72 was adopted.

Unfortunately, costs associated with the wood waste waiver program and the manure exemption have increased dramatically to the extent that changes in the way they are implemented may be justified at this time.

Historic costs for the wood waste voucher program are as follows:

2010/11: \$4,200
2011/12 \$4,800
2012/13 \$3,498
2013/14 \$7,263
2014/15 \$15,227
1st half of 2015/16: \$11,192.

The increases in cost are directly related to the number of vouchers that are being distributed and utilized. According to the authorizing resolution, the vouchers are to be distributed “based on the need for defensible space by the local fire chiefs.” Unfortunately, local fire chiefs are often volunteers who scarcely have time to investigate the need for defensible space before handing out vouchers. As a result, the waivers are not always, if ever, being distributed in the manner intended.

There are contractors who deliver loads of wood waste to the landfill and utilize vouchers, saving disposal costs while they are charging homeowners for their services. In the summer of 2015, a grant-funded community scale defensible space project in Swall Meadows utilized vouchers for loads of wood waste, which is partly to blame for the large spikes in 14/15 and the first half of 15/16.

Despite light-handed efforts to curtail some of these activities, it appears that increasing numbers of individuals and contractors are looking to the wood waste waiver program to subsidize all wood waste, whether it is related to defensible space or not.

In 13/14 and prior, between 1,500 and 2,000 waivers were distributed. In 2015, 3,400 were distributed.

It should be noted that community cleanups in Mammoth and June, which deliver considerable volumes of organics and ‘defensible space’ debris, did not utilize coupons and should be considered additional efforts.

Because these costs have far exceeded any anticipated costs, it seems appropriate to consider alternative implementation of this program, such as

1. Limiting the total number of waivers issued to any given district
2. Replacing the waiver program with ‘free defensible space dump days’
3. Requiring that only the property owner may present vouchers for debris cleared from their property.

Manure has also become a problem. When enacted, it was predicted to be less than \$1000 per year in waived fees. Actual costs are below:

2013/14: \$1470
2014/15: \$1915
First Half 2015/16: \$805

Aside from the costs exceeding projections, there are instances of people mixing grass clippings and other organics with manure, in an effort to have the load dropped for free. There are instances of large manure deliveries in a given day from a single individual when the origin may not even be Mono County. Additionally, the way the County must deal with manure has changed. Specifically in Benton and Chalfant, where manure is most common, we have caught up on a post-closure maintenance backlog and now do not expect to need manure (or organics) at those sites to maintain the final cover for several years to come. This means it will need to be hauled off site, at a significant cost.

Because the costs have exceeded projections, there are examples of program abuse, and because our need for manure at outlying sites has diminished, it seems appropriate to consider alternative implementation of this program, such as eliminating the exemption to the \$5 per load charge, or by implementing a charge per cubic yard for organics and manure at these two sites.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Tony Dublino
Solid Waste Superintendent



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R12-72

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS
ESTABLISHING POLICIES AND PROCEDURES FOR THE
WAIVER OF TIPPING FEES FOR CERTAIN EVENTS AND ACTIVITIES
WITHIN MONO COUNTY.**

WHEREAS, the Board of Supervisors has adopted Resolution 98-56 and Minute Orders 02-95 and 07-124, authorizing certain exemptions from tipping fees at county landfills and transfer stations; and

WHEREAS, the purpose and intent of such waivers has historically been to promote community efforts to clean up public lands and to promote the beneficial reuse of items which would otherwise be discarded; and

WHEREAS, the County has been approached in recent years by individuals and entities requesting fee waivers for similar beneficial purposes; and

WHEREAS, the Solid Waste Task Force has reviewed those requests and recommended the policies set forth in this Resolution to the Board; and

WHEREAS, the Board of Supervisors finds and declares that the granting of fee waivers as set forth in this Resolution fulfills the public purposes of reducing litter and encouraging the beneficial reuse of discarded goods; and

WHEREAS, it is the desire of the Board to provide a unified Resolution governing fee waivers which establishes clear policies pursuant to which such waivers may be implemented in the years to come;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

SECTION ONE: EXEMPTION AUTHORIZED

The Mono County Department of Public Works shall exempt any thrift store operating in Mono County from payment of tipping fees for the disposal of items of personal property left and abandoned on the thrift store's premises without the store's consent, as well as items the store has duly attempted to sell and re-use, but have been deemed by the thrift store as unsellable. The disposal of solid waste generated by the thrift store in its ordinary course of business shall not be exempt from tipping fees. When disposing of such items and materials, a fee waiver manifest will be required and logged accordingly.

1 The Mono County Department of Public Works shall waive solid waste disposal fees associated with
2 trash collected during annual community clean-up events conducted by volunteer groups throughout
3 Mono County. Waived fees shall generally apply to litter and other routine waste materials. Large
4 household appliances, car bodies or other large, bulky objects that require special handling shall be
5 discouraged to the extent feasible. It is the responsibility of the event organizer to ensure the event is
6 conducted so as to discourage these items from being disposed of during the event. This waiver shall
7 apply only to organized events that take place on public lands or public rights-of-way, but does not
8 extend to the Caltrans Adopt-a-Highway program. The organizing group shall make request for waiver
9 from solid waste disposal fees in writing to the Public Works Director at least ten working days prior to
10 the scheduled event-taking place. When disposing of such items and materials, a fee waiver manifest
11 will be required and logged accordingly.

12 The Mono County Department of Public Works shall waive solid waste disposal fees associated with
13 the disposal of clean wood waste when valid coupons are presented at the time of disposal. These
14 coupons shall be distributed by the local fire chiefs, and shall be distributed based on the need for
15 defensible space. The fire chief for each fire district shall estimate the total number of coupons needed
16 within the district.

17 The Mono County Department of Public Works shall waive solid waste disposal fees associated with
18 illegally dumped trash and debris on public lands that has been collected and transported to the transfer
19 station and landfills by the USFS or the BLM, or their authorized representative. When disposing of
20 such items and materials, a fee waiver manifest will be required and logged accordingly.

21 **SECTION TWO: DEFINITIONS**

22 The term "thrift store" means a store with a regular place of business and regular hours of operation the
23 ongoing business activity of which consists primarily of accepting and receiving donations of used
24 personal property from members of the public, which it sells to other members of the public. As used
25 in this resolution, the term donation means only the voluntary relinquishment of possession, title, and
26 any future claim with respect to an item of personal property without receipt by the donor of such
27 property of any actual or potential money, goods, services, promises, or other consideration in
28 exchange for such relinquishment. All terms forms used in this resolution shall have the same meaning

1 as set forth In the Definitions section of Resolution 98-27 of the Board of Supervisors, unless the
2 context clearly requires otherwise.

3 4 **SECTION THREE: EXEMPTION PERMITS**

5 Any organization claiming status as "thrift store" and, wishing to utilize the tipping-fee exemption
6 authorized by this resolution shall first apply to the Department of Public Works for an exemption
7 permit. The form of such applications and the manner of their processing shall be prescribed by the
8 Public Works Department. The Director of Public Works or his or her designee ("the Director") shall
9 grant an exemption permit to any applicant who, in the sole judgment of the Director, meets the
10 definition of thrift store prescribed herein. Permits issued shall remain valid until suspended or revoked
11 by the Director. Permits are non-transferable without the express written consent of the Director.
12 Permits are a privilege, not a right, property interest, or entitlement of any kind and the Board of
13 Supervisors may discontinue, modify, or limit the fee waiver program at any time. The Director may
14 require permit holders or their representatives to present their permits and such other documentation as
15 the Director may deem appropriate at the gates of the landfill when disposing of waste for which an
16 exemption is claimed. The Director may impose such other procedural requirements on permit holders
17 as the Director deems appropriate in order to verify exemption eligibility, account for exempt waste
18 going into the landfill, or otherwise implement this resolution. The Director may also from time to time
19 require any permit holder to supply such information as the Director deems necessary In order to verify
20 the holder's continuing eligibility for the permit. A permit may be revoked or suspended by the Director
21 at any time, with or without notice or a hearing, for any of the following reasons: failure by a permit
22 holder to provide information requested by the Director; failure by a permit holder to comply with any
23 permit-related requirement imposed by the Director; fraud or misrepresentation by any person in
24 applying for or using a permit; intentional or negligent misuse or abuse of the permit; failure by the
25 permit holder to meet the definition of "thrift store" at any point; or such other reason as the Director
26 may deem appropriate. The Director's decision on any issue relating to exemption permits, including
27 but not limited to permit issuance, suspension, or revocation, shall be final and non-appealable.

28 **SECTION FOUR: REPORTING AND ACCOUNTING**

Any trash for which a fee waiver is granted (hereinafter "exempt trash") must be charged to an account established for that specific purpose. Whenever exempt trash is delivered to the landfill, except when a wood waiver coupon is used, the responsible individual shall be required to fill out a Fee Waiver

1 Manifest log identifying the origin of the trash, and any other information the Public Works Director
2 deems necessary and appropriate for accounting and reporting purposes.

3
4 The Director or his designee shall report the annual totals of the waiver programs to the Board of
5 Supervisors during the first quarter of each year.

6 **SECTION FIVE: MISCELLANEOUS**

7 This resolution supersedes Resolution 98-56, and Minute Orders 02-95 and 007-124. In the event that a
8 portion of this resolution is ever declared unconstitutional, invalid, or otherwise unenforceable by a
9 court of competent jurisdiction, such portion shall be severable from the remaining provisions of this
10 resolution, which the Board of Supervisors declares it would have adopted even without the severed
11 portion(s).

12 **PASSED, APPROVED and ADOPTED** this 2nd day of October, 2012, by
13 the following vote, to wit:

- 14 **AYES:** Supervisors Hansen, Hazard, Hunt and Johnston.
15 **NOES:** None.
16 **ABSENT:** Supervisor Bauer.
17 **ABSTAIN:** None.


BYNG HUNG, Vice-Chair
Mono County Board of Supervisors

18 **ATTEST:**
19 
20 Clerk of the Board, Sr. Deputy

APPROVED AS TO FORM:

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2016

Departments: Public Works, Solid Waste Division

TIME REQUIRED 20 minutes (5 minute presentation;
15 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Tony Dublino

SUBJECT Solid Waste Acceptance Criteria and
Fee Decrease

AGENDA DESCRIPTION:

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

Proposed Resolution 16-___, revising solid waste acceptance criteria at County Solid Waste Facilities, and decreasing certain gate fees at the Benton Crossing Landfill. Provide any direction to staff.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any direction to staff.

FISCAL IMPACT:

Approximately \$10,000 in lost tipping fee revenue to the Solid Waste Enterprise Fund.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5453 / tdublin@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"/> Proposed resolution
<input type="checkbox"/> Exhibit A
<input type="checkbox"/> Existing Fees

History

Time	Who	Approval
3/8/2016 5:01 AM	County Administrative Office	Yes
3/8/2016 12:08 PM	County Counsel	Yes
2/26/2016 9:39 AM	Finance	Yes



MONO COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: March 15, 2016
To: Honorable Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: Proposed revisions to solid waste acceptance criteria, and decreases to certain gate fees.

Recommended Action: Approve Resolution 16-___, revising solid waste acceptance criteria at County Solid Waste Facilities, and decreasing certain gate fees at the Benton Crossing Landfill. Provide any direction to staff.

Fiscal Impact: Fiscal impact of less than \$10,000 per year for the loss of tipping fee revenue for carpet disposal.

Discussion: Over the last couple years, the County has implemented several pilot programs aimed at increasing recycling and diversion efforts throughout the County. Those pilot programs have identified issues with how materials have traditionally been accepted at County Solid Waste Facilities, and how they should be accepted to facilitate efficient recycling.

Additionally, carpet recycling has been implemented at Benton Crossing Landfill and provides for significant price reduction in charges for carpet delivered to that site.

The proposed resolution would change the Gate Fee Schedule at Benton Crossing Landfill to reflect a reduction of price for carpet, and would establish new acceptance criteria for aggregate materials and wood waste at all County Solid Waste Facilities.

None of these changes will increase any fee, and therefore a public hearing is not required for this action.

Carpet will go from \$74 per ton to a flat fee of \$5 per load at Benton Crossing. At all sites, clean wood waste will now be accepted in two waste streams—clean wood such as tree trimmings and yard waste, and a second waste stream that will include engineered wood products, plywood and other construction waste. The fee for aggregate material was formerly \$11 per ton for material 6"-12" and \$33 per ton for material over 12". Now material up to 24" will be charged at the lower \$11 per ton rate, while material over 24" will remain at the \$33 per ton rate.

As directed by the Board at the January 19 meeting, this issue was discussed before the Mammoth Lakes Contractor Association on February 11.

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

Respectfully submitted,



Tony Dublino
Solid Waste Superintendent



RESOLUTION NO. R16-_____

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
REVISING SOLID WASTE ACCEPTANCE CRITERIA AT COUNTY SOLID WASTE
FACILITIES, AND DECREASING CERTAIN GATE FEES
AT THE BENTON CROSSING LANDFILL**

WHEREAS, state law authorizes counties to acquire, construct, improve, operate, maintain, repair, or manage all or any part of an “enterprise,” which term is defined as including garbage “dumps” and “other disposal facilities;” and

WHEREAS, Mono County’s Solid Waste Program consists of the acquisition, construction, improvement, operation, maintenance, repair, and/or management of solid waste facilities – specifically, garbage “dumps” (i.e., landfills) and “other disposal facilities” (e.g., transfer stations); and

WHEREAS, state law authorizes counties to “prescribe, revise, and collect charges for the services furnished by the enterprise,” provided such charges are not “excessive” nor “discriminatory” and do not exceed the reasonable costs of providing those services; and

WHEREAS, charges for solid waste facility services may fairly be based on the weight or volume of garbage being brought into solid waste facilities (“gate fees”) and, in the case of certain items of garbage requiring special handling, on a per-item basis (“special waste fees”); and

WHEREAS, it is necessary to prescribe charges in the form of such “gate fees,” “special waste fees,” and “non-participant surcharges” for the services furnished by County solid waste facilities in order to fund the County’s Solid Waste Program; and

WHEREAS, the Board of Supervisors has previously adopted Resolution Nos. 98-27, R00-110, R01-068, R02-103, R06-37, R09-49, R11-24, R12-89, which have incorporated a fee schedule establishing “gate fees,” “special waste fees,” and “non-participant surcharges” to be charged by the County’s solid

1 waste enterprise within the Department of Public Works to recover its costs to operate County solid
2 waste facilities; and

3
4 **WHEREAS**, the existing gate fees adopted by Resolution R12-89, include acceptance criteria that are
5 in need of revision in order to facilitate efficient recycling; and

6 **WHEREAS**, other recycling programs implemented during 2015 and 2016 by the Solid Waste Division
7 have allowed for the reduction of specified gate fees; and

8
9 **WHEREAS**, the Board of Supervisors wishes to re-adopt the gate fee schedule implemented by R12-
10 89, with revisions modifying the acceptance criteria for aggregate material and reductions in specified
11 gate fees for certain types of aggregate material reflecting the impacts of recently-implemented
12 recycling programs; and

13 **WHEREAS**, no fee would be increased as a result of the revisions set forth herein;

14
15 **NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors as follows:

- 16 1. Exhibit "A" is hereby adopted as the current schedule of gate fees at Benton Crossing Landfill, and
17 Gate Fee Summaries for other County facilities shall reflect the changes in acceptance criteria
18 described therein. The gate fees set forth in Exhibit "A" are equivalent to those fees set forth in
19 R12-89, with the exception that specified fees for certain types of aggregate materials have been
20 reduced. Exhibit "A" shall supersede and replace those gate fees previously adopted by Resolution
21 No. 98-27, R00-110, R01-068, R02-103, R06-37, R09-49, R11-24, and R12-89.
- 22 2. The Director of Public Works or his designee is hereby authorized and directed to revise the
23 acceptance criteria and collect revised charges, as set forth in Exhibit "A", on behalf of the County
24 from all persons or entities using County solid waste facilities beginning on April 1, 2016. The
25 charges collected pursuant to this resolution shall be deposited into the Mono County Solid Waste
26 Enterprise Fund, previously established by Resolution No. 98-28.
- 27 3. This resolution shall supersede any prior Board resolutions with which it may be inconsistent,
28 including, but not limited to, Resolutions No. 98-27, R00-110, R01-068, R02-103, R06-37, R09-49,
R11-24, and R12-89. In the event that a portion of this resolution (including Exhibit "A") is ever

1 declared unconstitutional, invalid, or otherwise unenforceable by a court of competent jurisdiction,
2 such portion shall be severable from the remaining provisions of this resolution, which the Board of
3 Supervisors declares it would have adopted even without the severed portion(s).

4 **APPROVED AND ADOPTED** this 15th day of March, 2016, by the following vote of the Board of
5 Supervisors, County of Mono:

6 **AYES** :

7 **NOES** :

8 **ABSENT** :

9 **ABSTAIN** :

10 _____
11 Fred Stump, Chair
12 Mono County Board of Supervisors

13 ATTEST:

Approved as to Form:

14 _____
15 Clerk of the Board

County Counsel

EXHIBIT A

GATE FEE SUMMARY
Benton Crossing Landfill
Mono County Solid Waste Program

Category / Item Description	GREEN TEXT = RECYCLED MATERIAL	Unit Cost
BASE RATE (Basis of Gate Fee for All Municipal Solid Waste)		\$74.00 per ton
Minimum Gate Fee		\$5.00 per load
Mixed Household and Commercial Waste		\$74.00 per ton
Construction and Demolition (C&D) Waste.		
Mixed Building C&D Debris (painted wood, furniture, drywall, insulation, plumbing fixtures, jacuzzis, mattresses, cementitious building products, other misc. bldg. debris).....		\$74.00 per ton
Recyclable Building C&D Debris (un-painted lumber, engineered wood products).....		\$17.25 per ton
Treated Wood Waste (pressure treated, creosote treated, railroad ties).....		\$74.00 per ton
Inert Construction and Demolition Debris.		
Clean loads of gravel, soil, sod or asphalt grindings		\$5.00 per load (pieces no larger than 6" at its largest dimension, without imbedded steel or rebar)
Clean loads of small broken asphalt, concrete, ceramics, brick, block, pavers)		\$11.00 per ton (‘Crusher Ready’ -- > 2’x2’x1’at largest dimension, rebar/steel trimmed to within 3”)
Mixed inert debris or loads of large concrete / asphalt chunks (exceeding 2’x2’x1’ dimension or with untrimmed rebar/steel)		\$33.00 per ton
Wood, Green Waste, and Similar Organics.		
Organics⁷ (clean loads of bark, hay, grass clippings, tumbleweeds)		\$5.00 per load
Wood (clean loads of prunings, brush, tree limbs and trunks less than 18" in diameter)		\$17.25 per ton
Tree Trunks (dia. > 18") and Stumps		\$74.00 per ton
Recyclables, Electronic Waste, Household Hazardous Waste (HHW), Universal Waste.		
Batteries (lead-acid for vehicles or other motor-powered equipment)		No Charge
Household Hazardous Waste ⁸ (paint, pesticides, solvents, cleaning products, other HHW)		No Charge within limits
Universal Waste ⁸ (fluorescent tubes, household batteries, mercury devices, etc.)		No Charge within limits
Used Motor Oil or Oil Filters		No Charge
Cathode Ray Tubes (televisions & computer monitors)		\$5.50 ea. + \$17.25 per ton
Carpet and Carpet Pad (when delivered in required condition)		\$5 per load
Tires.		
Whole Tires.		
Passenger car / truck tires (dia. < 42" or width < 11")		\$5.50 ea. + \$17.25 per ton
Oversized tires and tractor tires (dia. > 42" or width > 11")		\$65.75 ea. + \$17.25 per ton

Gate Fee Summary—Benton Crossing

Additional surcharge for any tire still on the rim \$5.50 ea. + \$17.25 per ton

Scrap Metal and Appliances.

Scrap Metal (clean loads of scrap metal, including metal trailers, motorcycles, car parts)¹ ... \$17.25 per ton

Auto Bodies¹ \$16.50 ea. + \$17.25 per ton

Refrigerated Appliances² \$24.75 ea. + \$17.25 per ton

Non-Refrigerated Appliances² \$11.50 ea. + \$17.25 per ton

Animal Carcasses

Small – weighing less than 50 lbs. (e.g., cat, small dog) \$5.00 each

Medium – weighing between 50-200 lbs. (e.g., large dog, goat, sheep) \$10.00 each

Large – weighing over 200 lbs. (e.g., horse, cow, other livestock) \$25.00 each

Mobile Homes, House Trailers, Campers, Boats

Mobile homes, house trailers, and campers¹ \$74.00 per ton

Boats and personal watercraft \$74.00 per ton

Special Handling Items.

Base Rate \$74.00 per ton

Additional charge for each half hour required to process the load. \$20.00 per ½-hr

Surcharge for loads larger than 16 cubic yards at a transfer station \$100.00 per load

NOTES:

1. Tires, rims, or appliances included on trailers, vehicles, mobile homes, etc., will be charged applicable fees.
2. Refrigerated appliances include refrigerators, freezers, and air conditioners. Non-refrigerated appliances include dishwashers, dryers, microwaves, ovens, stoves, trash compactors, washers, water heaters, etc.
3. Gate attendant shall use his/her best judgment in assessing the load delivered to the facility and determining the applicable gate fee based upon reasonable inspection and measurement. Such estimate shall be final.
4. Charges may be rounded to the nearest \$0.25. Charges determined on a “per ton” basis may be assessed partial units in increments within the accuracy of the scale equipment.
5. All customers are responsible for ensuring that the full content of their load is disposed in the proper location or storage container. Any portion of a load insufficiently disposed and requiring management by the gate attendant or other site personnel is subject to a processing fee under “Special Handling Items.”
6. Barrels, drums, tanks, or any other liquid-tight storage container must be drained of its contents. Any such item greater than 55-gal. capacity that previously stored petroleum-based products is prohibited.
7. Manure is exempt from the \$5 per load charge.
8. Household Hazardous Waste and most Universal Waste is accepted free of charge, but is limited to certain quantities. Deliveries exceeding these quantities will incur additional charges.

Additional specifications and restrictions apply. Please contact the Mono County Department of Public Works at 760.932.5440 for details, questions, to request a complete fee schedule, or to set up a charge account.

<p>GATE FEE SUMMARY</p> <p>Benton Crossing Landfill</p> <p><i>Mono County Solid Waste Program</i></p>

Category / Item Description	Unit Cost
BASE RATE (Basis of Gate Fee for All Municipal Solid Waste)	\$74.00 per ton
Minimum Gate Fee	\$5.00 per load
Mixed Household and Commercial Waste	\$74.00 per ton
Construction and Demolition (C&D) Waste.	
Mixed Building C&D Debris (mixed lumber, drywall, shingles, other bldg. debris)	\$74.00 per ton
Inert Construction and Demolition Debris.	
Clean loads of gravel, soil, or asphalt grindings (pieces no larger than 6" at its largest dimension)	\$5.00 per load
Clean loads of small broken asphalt or concrete only (pieces no larger than 12" at its largest dimension)	\$11.00 per ton
Mixed inert debris or loads of large concrete / asphalt chunks	\$33.00 per ton
Wood, Green Waste, and Similar Organics.	
Organics ⁷ (clean loads of bark, hay, grass clippings, sod, tumbleweeds)	\$5.00 per load
Wood (clean loads of scrap wood, lumber, prunings, brush, tree limbs)	\$17.25 per ton
Tree Trunks (dia. > 18") and Stumps	\$74.00 per ton
Recyclables, Electronic Waste, Household Hazardous Waste (HHW), Universal Waste.	
Batteries (lead-acid for vehicles or other motor-powered equipment)	No Charge
Household Hazardous Waste ⁸ (paint, pesticides, solvents, cleaning products, other HHW)	No Charge
Universal Waste ⁸ (fluorescent tubes, household batteries, mercury devices, etc.)	No Charge
Used Motor Oil or Oil Filters	No Charge
Cathode Ray Tubes (televisions & computer monitors)	\$5.50 ea. + \$17.25 per ton
Tires.	
Whole Tires.	
Passenger car / truck tires (dia. < 42" or width < 11")	\$5.50 ea. + \$17.25 per ton
Oversized tires and tractor tires (dia. > 42" or width > 11")	\$65.75 ea. + \$17.25 per ton
Additional surcharge for any tire still on the rim	\$5.50 ea. + \$17.25 per ton
	continued...

Category / Item Description	Unit Cost
Scrap Metal and Appliances.	
Scrap Metal (clean loads of scrap metal, including metal trailers, motorcycles, car parts) ¹	\$17.25 per ton
Auto Bodies ¹	\$16.50 ea. + \$17.25 per ton
Refrigerated Appliances ²	\$24.75 ea. + \$17.25 per ton
Non-Refrigerated Appliances ²	\$11.50 ea. + \$17.25 per ton
Animal Carcasses	
Small – weighing less than 50 lbs. (e.g., cat, small dog)	\$5.00 each
Medium – weighing between 50-200 lbs. (e.g., large dog, goat, sheep)	\$10.00 each
Large – weighing over 200 lbs. (e.g., horse, cow, other livestock)	\$25.00 each
Mobile Homes, House Trailers, Campers, Boats	
Mobile homes, house trailers, and campers ¹	\$74.00 per ton
Boats and personal watercraft	\$74.00 per ton
Special Handling Items.	
Base Rate	\$74.00 per ton
Additional charge for each half hour required to process the load.	\$20.00 per ½-hr
Surcharge for loads larger than <u>16 cubic yards</u> at a transfer station	\$100.00 per load

NOTES:

1. Tires, rims, or appliances included on trailers, vehicles, mobile homes, etc., will be charged applicable fees.
2. Refrigerated appliances include refrigerators, freezers, and air conditioners. Non-refrigerated appliances include dishwashers, dryers, microwaves, ovens, stoves, trash compactors, washers, water heaters, etc.
3. Gate attendant shall use his/her best judgment in assessing the load delivered to the facility and determining the applicable gate fee based upon reasonable inspection and measurement. Such estimate shall be final.
4. Charges may be rounded to the nearest \$0.25. Charges determined on a “per ton” basis may be assessed partial units in increments within the accuracy of the scale equipment.
5. All customers are responsible for ensuring that the full content of their load is disposed in the proper location or storage container. Any portion of a load insufficiently disposed and requiring management by the gate attendant or other site personnel is subject to a processing fee under “Special Handling Items.”
6. Barrels, drums, tanks, or any other liquid-tight storage container must be drained of its contents. Any such item greater than 55-gal. capacity that previously stored petroleum-based products is prohibited.
7. Manure is exempt from the \$5 per load charge.
8. Household Hazardous Waste and most Universal Waste is accepted free of charge, but is limited to certain quantities. Deliveries exceeding these quantities will incur additional charges.

Additional specifications and restrictions apply. Please contact the Mono County Department of Public Works at 760.932.5440 for details, questions, to request a complete fee schedule, or to set up a charge account.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2016

Departments: Human Resources

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Dave Butters

SUBJECT Appointment of Personnel Appeals Board Members

AGENDA DESCRIPTION:

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

Appointment of 3 members to the personnel appeals board pool for the Public Safety Officers bargaining unit, all of whom shall be current County employees or officials.

RECOMMENDED ACTION:

Appoint Wendy Sugimura, Kirk Hartstrom, and Barry Beck to the personnel appeals board pool for the Public Safety Officers bargaining unit. Appointments are for four years or until replaced.

FISCAL IMPACT:

None.

CONTACT NAME: Dave Butters

PHONE/EMAIL: 706 207-2143 / dbutters@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 - Appeals Process](#)

[Personnel Rules - appeals board process](#)

History

Time	Who	Approval
3/9/2016 4:42 PM	County Administrative Office	Yes
3/2/2016 4:58 PM	County Counsel	Yes
3/2/2016 5:54 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5413 • FAX (760) 932-5411

Dave Butters
Director of Human Resources

To: Honorable Board of Supervisors

From: Dave Butters

Date: March 8, 2016

Re: Appoint Members of Appeals Board for PSO Bargaining Unit

Recommended Action: Appoint Wendy Sugimura, Kirk Hartstrom and Barry Beck to the personnel appeals board pool for the Public Safety Officers' bargaining unit.

Fiscal Impact: None

Discussion: Pursuant to the MOU between Mono County and the Mono County Public Safety Officers Association (PSOs) an employee can appeal disciplinary action by a process defined in section 540 of the personnel rules. A copy of that section is included in your packet. While more recent MOUs with county employees have changed the defined appeals process to involve an outside arbitrator rather than an internal appeals board, the PSOs' MOU provides for a hearing before a three-member appeals board. The three-member board is selected from among a six-member pool appointed by the Board of Supervisors and the employee's bargaining unit. *"Of the 6 members in a given Appeals Board pool, three shall be appointed by the Board of Supervisors and three shall be appointed by the employee's bargaining unit."*

In furtherance of an upcoming appeal hearing, which involves a member of the PSO bargaining unit, it is requested that the Board of Supervisors appoint three members to the personnel appeals board pool for the PSO unit. The three members must be current County employees or officials. From the six-member pool, three will ultimately be selected to hear the appeal.

If you have any questions on this matter prior to your meeting, please call me at 760 932-5413.

Following the receipt of the hearing officer's written report and recommendation, the Supervisor or Department Head shall prepare a written Notice of Final Disciplinary Action. Deviation from the recommendation of the hearing officer should only be done in rare cases and only following review by County Counsel and approval of the County Administrative Officer.

The Notice of Final Disciplinary Action shall contain:

- 1 The name of the employee and their position.
2. A statement describing the disciplinary action to be taken and the effective date of such action.
3. A statement of the specific charge(s) for the discipline from the grounds for discipline set forth in Section 2.68.520.
4. A clear and concise statement of the reasons for which the proposed disciplinary is being taken, including a statement of the acts or omissions that form the basis of the charges. Any relevant facts presented by the employee in response to the proposed action, shall also be included.
5. A statement that the employee has a right to appeal the imposition of discipline to the Personnel Appeals Board within 10 working days of the service of the Notice of Final Disciplinary Action.

E. Leave Pending Employee Response.

Pending response to a Notice of Proposed Action, the appointing authority, for cause specified in writing, may request that the CAO place the employee on temporary leave of absence with pay pending the completion of the hearing process.

540 Personnel Appeals Board

A Personnel Appeals Board shall hear and determine all appeals from disciplinary proceedings other than oral or written reprimands, which are not subject to appeal, and shall hear grievances as the final step of the grievance process (if reached). The Personnel Appeals Board will consist of a three-member panel drawn from a standing pool of six available members, as described more fully below. The Personnel Appeals Board ("Board") shall designate a Chair of the Board who shall oversee the hearings. The Board may adopt rules and procedures not inconsistent with the provisions of this Personnel System. The Clerk of the Board of Supervisors, or the Clerk of the Board of Supervisor's designee, shall serve as the Clerk of the Personnel Appeals Board. Meetings of the Personnel Appeals Board are subject to the Ralph M. Brown Act open meeting requirements.

- A. Appointment. There shall be a six-member pool of available Appeals Board members for each bargaining unit, all of whom shall be current County employees or officials. Nothing shall prevent an individual from being appointed to and serving as an available member in more than one standing pool. Of the six members in a given Appeals Board pool, three members shall be appointed by the Board of Supervisors and three shall be appointed by the employee's bargaining unit. When a particular matter is to come before the Appeals Board, a three-person panel shall be selected from the pool as follows: one member shall be selected by the employee's bargaining unit, one member shall be selected

by the Board of Supervisors, and a coin toss shall be used to determine who selects the final member (either the bargaining unit or the Board of Supervisors).

- B. Term. Each member of an Appeals Board pool shall serve for four years or until his/her successor is appointed and qualified, and any member may be removed at any time during their term without cause by the respective entity who appointed them (either the Board of Supervisors or the bargaining unit). A member may serve multiple terms.
- C. Authority of the Personnel Board. The Board will have the power to examine witnesses under oath, compel their attendance, compel production of evidence, issue subpoenas in the name of the County and deliver subpoenas to current employees and/or provide for service of the subpoenas. The refusal of a person to attend or to testify and answer to a subpoena will subject the person to prosecution in the same manner as set forth by law for failure to appear before the Board of Supervisors in response to subpoena issued by the Board of Supervisors and/or be subject to disciplinary action if the witness is an employee.
- D. Board Deliberations and Determinations. When the Board makes determinations, after required notice and hearing, the Board will have the following powers:
 - 1. To deliberate in closed session.
 - 2. Upon reaching agreement with respect to a determination requiring findings and conclusions, the Board may direct the party determined as prevailing on a majority of the findings and conclusions to prepare a draft of proposed findings and conclusions, or the Board may draft its own findings and conclusions.
 - 3. The party (if any) directed by the Board to prepare a draft of proposed findings and conclusions will do so within five (5) working days of such direction and will send a copy of said findings to all parties affected by the decision or their counsel. Any party affected by the decision may within five (5) working days after the proposed findings and conclusions have been served upon them, serve and file objections to the proposed statement of findings and conclusions.
 - 4. Upon review of the proposed findings and conclusions and objections, the Board will accept, modify, or adopt them as satisfactory to the Board or reject them altogether as unsatisfactory and thereafter direct the party designated to prepare final findings and conclusions pursuant to the Board's instructions.
 - 5. The decision of the Personnel Appeals Board shall be the final administrative action and not subject to any further appeal.

550 Personnel Appeals Board – Appeal Procedure

Within ten (10) working days of receipt of a final disciplinary action (other than an oral or written reprimand) an employee desiring to appeal must file, with the Human Resources Director, an answer admitting or denying, in whole or in part, the allegations of the final disciplinary notice. Matters not admitted by the answer shall be deemed denied. The Human Resources Director will stamp on the answer the date of filing and shall (1) place one copy in the clerk's file, (2) send one copy to the appointing authority, (3) send one copy to the County Counsel's office, and (4)

prepare three copies of the answer to be distributed to the three members of the Personnel Board. (Note: the foregoing shall not apply in the case of grievances coming before the Board.)

- A. Scheduling of Hearing. Upon receipt of the request for appeal, the Clerk of the Personnel Appeals Board shall schedule a hearing before the Personnel Appeals Board. Absent a stipulation to the contrary, the appeal hearing shall be set no less than twenty (20) working days and no more than sixty (60) working days from the day of the filing of the appeal. These deadlines are advisory only. Failure to schedule, notice or conduct a hearing within the suggested time periods shall not invalidate the disciplinary action being appealed. All interested parties shall be notified in writing of the day, time and place of the hearing at least fifteen (15) working days prior to the hearing.
- B. Private or Public Hearings. After calling the meeting to order, all hearings shall be private to protect the privacy interest of the employee; provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date or the hearing will be closed.
- C. Right to Representation. Both sides involved in the Personnel Appeals Board Hearing shall have the right to be represented by a party of their choice.
- D. Pre-Hearing Procedure.
 1. Subpoenas. The chair of the Board is authorized (but not required) to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, the Board may issue subpoenas only for good cause. The Human Resources Department will prepare subpoenas for all witnesses however, they will only serve subpoenas on individuals who are currently employed by the County. It will be the responsibility of the employee and the County to submit the names of County employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.
 2. Exhibits and Witnesses Lists. Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Department a list of all witnesses and a list and copy of all exhibits.
 3. Hearing Briefs. Either party may submit a concise hearing brief outlining the factual and legal issues and providing a legal analysis supporting the party's position. Hearing briefs shall be filed with the Clerk of the Board and served on the other party prior to the commencement of the hearing. Hearing briefs are limited to ten (10) pages or less unless otherwise allowed by the Chair of the Personnel Appeals Board.
- E. Record of Proceedings and Costs.
 1. Court Reporter. All disciplinary appeal hearings may, at the discretion of either party or the Personnel Appeals Board, be recorded by a court reporter. Any hearing that does not utilize a court reporter shall be recorded by audio tapes. If a court reporter is requested by either party, that party shall pay the cost of the court

reporter. If both parties request a court reporter, the cost will be split equally. If the Board requests the court reporter, the County will pay the cost of the reporter.

2. Employee Witness Compensation. Employees of the County who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The Board may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify, unless the County agrees to a different arrangement. Time spent by an employee summoned as a witness will count as hours worked.

F. Conduct of the Hearing. The hearing need not be conducted in strict accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.

1. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Consideration shall be given to the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
2. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
3. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
4. Irrelevant and unduly repetitious evidence may be excluded.
5. The Personnel Appeals Board shall determine the relevancy, weight and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
6. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

G. Burden of Proof. In a disciplinary appeal the party employing discipline has the burden of proof by the preponderance of evidence.

H. Request for Continuance. Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated and the Board must find that good cause exists prior to granting a request for continuance.

I. Testimony under Oath. All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will request the witnesses to raise their right hand and respond to the following:

“Do you swear or affirm that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?”

- J. Presentation of the Case. With respect to disciplinary appeals, the hearing shall proceed in the following order unless the Personnel Appeals Board for special reason, directs otherwise:
1. The party imposing discipline (department) shall be permitted to make an opening statement.
 2. The appealing party (employee) shall be permitted to make an opening statement, or reserve an opening statement until presentation of their case.
 3. The party imposing disciplinary action (department) shall produce their evidence.
 4. The party appealing from such disciplinary action (employee) may then offer their evidence.
 5. The party imposing discipline (department) followed by the appealing party (employee) may offer rebutting evidence.
 6. Closing arguments shall be permitted at the discretion of the Personnel Appeals Board. The party imposing discipline (e.g. the party with the burden of proof), shall have the right to go first and to close the hearing by making the last argument. The Board may place a time limit on closing arguments. The Board or the parties may request the submission of written post-hearing briefs. The Board will determine whether to allow the parties to submit written post hearing briefs. The Board may also require that post-hearing briefs be tailored to address specific issues and set a specific maximum number of pages for said briefs.

With respect to grievances, the party who filed the grievance shall present their case first, followed by the department head or other party responding to the grievance. The Board may then allow rebuttals and closing arguments as it deems appropriate.

- K. Procedure for the Parties. The party representing the department and the party representing the employee will address their remarks, including objections, to the Chair of the Board. Objections may be ruled upon summarily or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representative shall continue with the presentation of their case.
- L. Right to Control Proceedings. While the parties are generally free to present their case in the order that they prefer, the chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses. The Chair shall allow parties to examine their own witnesses or to cross-examine the other party, or the other party's witnesses.
- M. Hearing Demeanor and Behavior. All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or members of the Board, and shall conduct themselves with the civility and etiquette appropriate for a legal proceeding. The chair reserves the right to continue the hearing or dismiss disruptive witnesses or counsel.
- N. Deliberation Upon the Case. The Board may choose to either deliberate the case in public or adjourn to closed session to deliberate. The Board will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in

reaching their decision. The Board may deliberate at the close of the hearing or at a later fixed date and time.

- O. Written Findings and Recommended Decision. The Board shall render their findings and decision as soon after the conclusion of the hearing as possible. The Board may ask the prevailing party to prepare the findings and submit those findings to the other party. Objections to the findings prepared can be made in writing by the unsuccessful party within a time specified by the Board. A finding must be made by the Board on each material issue.
- P. Judicial Review.
 - 1. Petition for Writ of Mandate. Judicial review of any decision of the Personnel Appeals Board may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the time limits specified in this section.
 - 2. 90 Days from Final Decision. Pursuant to Code of Civil Procedure Section 1094.6 any such petition shall be filed not later than the ninetieth (90th) day following the date on which the decision becomes final. The decision becomes final on the date it is mailed by first-class mail, postage prepaid, including a copy of the affidavit or certificate of mailing, or as provided pursuant to Code of Civil Procedure Section 1094.6(b).
 - 3. Administrative remedies are deemed exhausted when findings have been issued.

560 Grievance - Definitions

With respect to the grievance procedure, unless the context indicates otherwise, the terms used are defined as follows:

- A. Grievance. A grievance is a written allegation by a Grievant, submitted as herein specified, claiming violation of the specific expressed terms of a memorandum of understanding or rules or regulations governing the personnel practices or working conditions of employees and for which there is no other specific method of review provided by State or Federal law or by County ordinance or rules.
- B. Grievant. A grievant is an employee in the County Service (probationary or permanent) or group of such employees adversely affected by an act or omission of the County or the majority representative of a bargaining unit.
- C. Immediate Supervisor. The individual who assigns, reviews or directs the work of an employee.
- D. Representative. The person selected by an employee to appear with that employee in the presentation of the employee's grievance.
- E. Superior. The individual to whom an Immediate Supervisor reports.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2016

Departments: CAO

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Leslie Chapman

SUBJECT Proclamation to Honor Inyo County's 150th Anniversary

AGENDA DESCRIPTION:

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

Proclamation to honor Inyo County's 150th anniversary.

RECOMMENDED ACTION:

1. Approve the proclamation to honor Inyo County's 150th anniversary; 2. Appoint a Board member or designee to deliver the proclamation at Inyo County's March 22, 2016 Board meeting. (Proclamation will be available at the Board meeting)

FISCAL IMPACT:

None.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5414 / 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
No Attachments Available

History

Time	Who	Approval
3/10/2016 6:02 AM	County Administrative Office	Yes

3/9/2016 9:38 AM

County Counsel

Yes

3/9/2016 7:35 PM

Finance

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 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 March 15, 2016

TIME REQUIRED

SUBJECT Closed Session - Initiation of
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. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

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
3/3/2016 4:18 PM	County Administrative Office	Yes
2/23/2016 2:02 AM	County Counsel	Yes
2/23/2016 12:13 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 2016

TIME REQUIRED

SUBJECT Closed Session - Real Property
 Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Assessor's parcel number 24-131-29 in Benton, California. Agency negotiators: Leslie Chapman and Stacey Simon. Negotiating parties: Mono County and Utu Utu Gwaitu Paiute Tribe. Under negotiation: Price and terms of payment.

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
3/9/2016 4:42 PM	County Administrative Office	Yes
3/9/2016 4:39 PM	County Counsel	Yes

3/9/2016 7:20 PM

Finance

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE March 15, 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