

**Aug. 13-14, 2013**

**Regular Meeting**

**Item #9a**

**Social Services**

**Affordable Care Act:**

**Implementation in**

**Mono County**

# Affordable Care Act

## Requirement to Buy Coverage

Most people over age 18 have to have public or private health insurance by January 2014. There are exceptions. This diagram created by the Kaiser Family Foundation explains the requirements.

Start Here

### Do any of the following apply?

- You are part of a religion opposed to the acceptance of benefits from a health insurance policy.
- You are an undocumented immigrant.
- You are incarcerated
- You are a member of an Indian tribe.
- Your family income is below the threshold for filing a tax return (10,000 for an individual, \$20,000 for a family in 2013)
- You have to pay more than 8% of your income for health insurance, after taking into account any employer contributions or tax credits.

Yes

No penalty for being without health insurance.

No

### Were you insured for the whole year through a combination of any of the following sources?

- Medicare
- Medicaid or the Children's Health Insurance Program (CHIP)
- TRICARE (for service members, retirees and their families)
- The veteran's health program
- An employer plan
- Insurance you bought on your own that is at least at the Bronze level
- A grandfathered health plan in existence before the health reform law was enacted

Yes

Requirement is satisfied and no penalty is assessed.

No

There is a penalty for being without health insurance.

# Affordable Care Act

## Penalties for Not Having Health Coverage

Consumers who do not have coverage in 2014 will be required to pay a penalty when filing their taxes at the end of the year. The penalty phases in over three years.

Pay the greater of		
Year	Percentage of family income	Set dollar amount
2014	1%	\$95 per adult and \$47.50 per child (up to \$285 for a family)
2015	2%	\$325 per adult and \$162.50 per child (up to \$975 for a family)
2016 and beyond	2.5%	\$695 per adult and \$347.50 per child (up to \$2,085 for a family)
Note: The total penalty for the taxable year will not exceed the national average of the annual premiums of a bronze-level health insurance plan offered through the health insurance marketplaces.		

## Essential Health Benefits

In the past, there was a wide range of health insurance policies offering different benefits and access to different doctors, hospitals or other providers. Starting in 2014, all health insurance plans will share some common characteristics.

The federal Patient Protection and Affordable Care Act now requires that all health plans offered in the individual and small group markets must provide a comprehensive package of benefits and services, known as Essential Health Benefits.

By having the Essential Health Benefits it will make it easier for consumers to compare plans on an “apples-to-apples” basis.

Essential Health Benefits must include benefits and services within at least the following 10 categories:

- Ambulatory patient services (medical services handled on an outpatient basis)
- Emergency services
- Hospitalization
- Maternity and newborn care
- Mental health and substance use disorder services, including behavioral health treatment
- Rehabilitative and habilitative services (e.g., physical and occupational therapy, speech-language therapy, etc.) and devices
- Laboratory services
- Preventive and wellness services and chronic disease management
- Pediatric services, including oral and vision care
- Prescription drugs

**Aug. 13-14, 2013**

**Regular Meeting**

**Item #10a**

**Probation**

**Approval of MOU with**

**Division of Juvenile**

**Justice**

**(revised portion)**

State of California Department of Corrections and Rehabilitation (CDCR)  
Division of Juvenile Justice (DJJ)  
and the  
**County of Mono**

**I. INTRODUCTION**

This Memorandum of Understanding "Agreement" is entered into by the **County of Mono**; herein referred to as "County", and the State of California Department of Corrections and Rehabilitation (CDCR), Division of Juvenile Justice (DJJ); herein referred to as "DJJ". Under this Agreement, DJJ agrees to provide **TEMPORARY CUSTODY** for juvenile youth [ward] whose commitment was recalled by the Courts under **WIC 1752.16 – Temporary Housing Cases per C.H. Supreme Court Ruling – No Cost to the County**.

*SEC. 99. Section 1752.16 of the Welfare and Institutions Code, as added by Section 3 of Chapter 7 of the Statutes of 2012, is amended to read: 1752.16. (a) The Chief of the DJJ, with approval of the Director of Finance, may enter into contracts with any county of this state for the DJJ to furnish housing for a ward that was in the custody of the DJJ on December 12, 2011, and whose commitment was recalled based on the following:*

- A. The ward was committed to the DJJ for the commission of an offense described in subdivision (c) of Section 290.008 of the Penal Code (PC).
- B. The ward has not been adjudged a ward of the court pursuant to Section 602 for commission of an offense described in subdivision (b) of Section 707.

It is the intent of the Legislature in enacting this act to address the California Supreme Court ruling in re C.H. (2011) 53 Cal.4th 94. Notwithstanding Sections 11010 and 11270 of the Government Code, any County entering into a contract pursuant to this section shall not be required to reimburse the State.

**II. COUNTY RESPONSIBILITIES**

The County shall execute the Court Order by transporting the youth to the DJJ facility indicated by the DJJ Director and will be responsible for returning the youth to the County at no expense to CDCR/DJJ. The Juvenile Youth shall not be transported to any DJJ facility until the Director of DJJ has been notified by the Court of the place to which the youth will be transported and of the time at which the youth can be received.

The County agrees to provide a minimum notice of 24 hours in advance of the transfer.

## II. CDCR/DJJ RESPONSIBILITIES

Under this Agreement, CDCR/DJJ will accept Temporary Custody of juvenile youth of the court from the County, as outlined in Welfare and Institutions Code (WIC) Section 1752.16. The juveniles shall be held at a DJJ facility upon acceptance by the Director of the CDCR/DJJ. The acceptance shall be made on a "case-by-case" basis for youths that were in the custody of the DJJ and fall under the provisions of *SEC. 99. Section 1752.16 of the Welfare and Institutions Code*, and whose commitment was recalled.

The CDCR/DJJ shall assume custody upon arrival of the youth at the institution and until they are released back into the custody of the County. The transfer shall be made upon receipt of an order from the County.

The acceptance, temporary housing and delivery of the youth shall be in accordance with the instructions issued by the Director of CDCR/DJJ.

The CDCR/DJJ shall provide as deemed necessary by medical staff, routine medical, dental or mental health treatment, and routine periodic medical examinations for the county juvenile housed in the CDCR/DJJ custody.

The CDCR/DJJ shall notify the County in writing of the decision to accept or reject each case. For accepted cases, the County shall bear full responsibility for the transport of the juvenile youth to the designated DJJ facility as determined by the Director.

The CDCR/DJJ shall notify the County within 24 hours of any emergency medical treatment or emergency mental health treatment administered to any person sent to DJJ by the County for Temporary Custody, and shall engage with the County regarding said placement. Notification shall include the name of the person receiving the treatment, the name, address, and phone number of the location where the treatment is being administered, and the name of a contact person at the treatment facility.

The CDCR/DJJ may terminate any case upon 24 hour written notice, and within 48 hours of notice, the County will transport the youth back to county custody.

**IV. PROJECT REPRESENTATIVES AND CONTACT INFORMATION**

<b>Division of Juvenile Justice</b> <b>Name:</b> Eleanor Silva and/or Cathy Cabral	<b>County of Mono</b> <b>Name:</b> Chief Probation Officer Karen Humiston
<b>Address:</b> 1600 K Street, 3 <sup>rd</sup> Floor Sacramento, CA 95814	<b>Address:</b> PO Box 596 Bridgeport, CA 93517
<b>Phone:</b> (916) 322-5331 or (916) 322-5790	<b>Phone:</b> (760) 932-5570
<b>Fax:</b> (916) 322-5671	<b>Fax:</b> (760) 932-5571
<b>Email:</b> <a href="mailto:Eleanor.Silva@cdcr.ca.gov">Eleanor.Silva@cdcr.ca.gov</a> and/or <a href="mailto:Cathy.Cabral@cdcr.ca.gov">Cathy.Cabral@cdcr.ca.gov</a>	<b>Email:</b> <a href="mailto:khumiston@mono.ca.gov">khumiston@mono.ca.gov</a>



**1. Contract Disputes with Public Entities** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

**2. Confidentiality of Information**

CDCR and Provider agree that all inmate/patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

Provider by acceptance of this Agreement is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq.); the California Government Code Section 11019.9; California Civil Code Sections 56 et seq.; and California Civil Code Sections 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as Exhibit "D" and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

**3. Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection



of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

#### **4. Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

#### **5. Taxes**

Unless required by law, the State of California is exempt from federal excise taxes.

#### **6. Right to Terminate** (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

#### **7. Contract Suspension**

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice.

During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

**8. Extension of Term**

If it is determined to be in the best interest of the State, upon agreement, the State may extend this contract, with no increase in service cost, for a period of one (1) year or less.

**9. Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records as permitted by law. d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

**10. Subcontracting**

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

**11. Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in

writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

#### **12. Liability for Nonconforming Work**

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

#### **13. Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

#### **14. Contract Violations**

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

#### **15. Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
  1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. ~~Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).~~
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making,

accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

#### **16. Conflict of Interest**

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

##### **a. Contractors and Their Employees**

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

##### **b. Current State Employees**

- (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.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
  - (a) Using an official position for private gain;
  - (b) Giving preferential treatment to any particular person;
  - (c) Losing independence or impartiality;
  - (d) Making a decision outside of official channels; and
  - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

**c. Former State Employees**

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement 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 Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement 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 Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

**17. Travel**

Contractor's rates shall include all travel expenses required to perform services in accordance with this contract.

**18. Notification of Personnel Changes**

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

**19. Security Clearance/Fingerprinting**

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

**20. Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**21. Expendable Equipment**

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

**22. Electronic Waste Recycling**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall

maintain documentation and provide reasonable access to its records and documents that evidence compliance.

**23. Liability for Loss and Damages**

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

**24. Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

**25. Workers' Compensation**

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

**26. Mutual Hold Harmless**

Contractor agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors and omissions of the Contractor or anyone for whom Contractor is legally responsible.



The State agrees, to the fullest extent permitted by law and subject to the availability of funds to hold harmless, defend and indemnify the Contractor, its officers, directors, principals and employees, from any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the State as allowed by law.

**27. Insurance Requirements**

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance.

**28. Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

***The following provisions apply to services provided on departmental and/or institution grounds:***

**29. Blood borne Pathogens**

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

**30. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

- k. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

### **31. Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

### **32. Tobacco-Free Environment**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

### **33. Prison Rape Elimination Policy**

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. The CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with the CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

### **34. Security Regulations**

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to

institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.

- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

### **35. Gate Clearance**

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

## Marshall Rudolph

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**From:** John Vallejo  
**Sent:** Monday, August 12, 2013 4:04 PM  
**To:** Marshall Rudolph  
**Cc:** Karin Humiston  
**Subject:** FW: Agreement # 5600003817 - CDCR/Mono Co.  
**Attachments:** agreement # 56-3817 A and B with changes..pdf

FYI the changes were accepted by CDCR.

Marshall,

We need to adjust the agenda packet-

John-Carl Vallejo  
Deputy County Counsel  
County of Mono  
P.O. Box 2415  
Mammoth Lakes, CA 93546  
760.924.1712 (Phone)  
760.924.1701 (Fax)

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**From:** Hollis, Susan [mailto: Susan.Hollis@cocr.ca.gov]  
**Sent:** Monday, August 12, 2013 3:12 PM  
**To:** John Vallejo  
**Cc:** Cabral, Cathy@CDCR  
**Subject:** RE: Agreement # 5600003817 - CDCR/Mono Co.

Mr. Vallejo,

I received approval from our legal dept. to change Exhibit B of the MOU for Mono County. I am adding the Mutual Hold Harmless section to the Exhibit B and also adding, "as permitted by law", Section 9(c), of Exhibit B, as you requested in the below email.

In addition, changes have been made to Exhibit A, the Scope of Work. Paragraph #3 of Section II has been removed and in Section III, " The CDCR/DJJ may terminate any case upon 24 hours written notice, and within 48 hours of notice, the County will transport the youth back to county custody." has been added.

I will be sending updated Exhibits A, and B, to the County of Mono to be signed and I am also attaching Exhibits A and B for you to see.

Thank you for your patience.

Susan

**From:** John Vallejo [<mailto:jvallejo@mono.ca.gov>]  
**Sent:** Friday, August 09, 2013 11:28 AM  
**To:** Hollis, Susan; Cabral, Cathy@CDCR  
**Cc:** Karin Humiston  
**Subject:** RE: Agreement # 5600003817 - CDCR/Mono Co.

Thank you Ms. Hollis.

Hello Ms. Cabral,

We've been waiting on the requested change since June and had to pull the matter from last week's agenda because the changes apparently were not made. We are hoping to have this considered at our next Board meeting on Tuesday, so if you can help get this finalized before then that will be of help.

As you can see, there are 2 requested changes – (1) an inclusion of a mutual hold harmless that was recently agreed to by the CDCR in a similar MOU with our Sheriff's Department (medical inmates); and (2) a very simple addition to the requirement that we provide personnel files in the event of misconduct – just that any such production will be in compliance with the law (i.e. Peace Officers Bill of Rights).

Thanks.

John-Carl Vallejo  
Deputy County Counsel  
County of Mono  
P.O. Box 2415  
Mammoth Lakes, CA 93546  
760.924.1712 (Phone)  
760.924.1701 (Fax)

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**From:** Hollis, Susan [<mailto:Susan.Hollis@cdcr.ca.gov>]  
**Sent:** Friday, August 09, 2013 11:16 AM  
**To:** John Vallejo  
**Cc:** Cabral, Cathy@CDCR  
**Subject:** RE: Agreement # 5600003817 - CDCR/Mono Co.

Dear Mr. Vallejo,

I am copying Cathy Cabral, from Program, on this email. I still don't have an answer for you, however, Cathy has also been dealing with our legal staff and she may be able to help you in this matter. Below is your initial request for changes.

Thank you for your patience.

Susan

**From:** John Vallejo [<mailto:jvallejo@mono.ca.gov>]  
**Sent:** Thursday, June 27, 2013 11:17 AM



**To:** Hollis, Susan  
**Cc:** Karin Humiston  
**Subject:** RE: Agreement # 5600003817 - CDCR/Mono Co.

Ms. Hollis,

Just following up with my email below. Please advise.

Thanks.

John-Carl Vallejo  
Deputy County Counsel  
County of Mono  
P.O. Box 2415  
Mammoth Lakes, CA 93546  
760.924.1712 (Phone)  
760.924.1701 (Fax)

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**From:** John Vallejo  
**Sent:** Monday, June 17, 2013 3:57 PM  
**To:** 'Susan.Hollis@cdcr.ca.gov'  
**Subject:** Agreement # 5600003817 - CDCR/Mono Co.

Ms. Hollis,

Our Chief Probation Officer, Karin Humiston, forwarded me this contract for review. We see the need for two changes:

(1) Mutual Hold Harmless.

The County agrees, to the fullest extent permitted by law, to hold harmless, defend and indemnify the State, its officers, agents and employees from and against any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent acts, errors and omissions of the County, its employees or agents.

The State agrees, to the fullest extent permitted by law to hold harmless, defend and indemnify the County, its officers, representatives, directors, principals and employees, from any liabilities, damages and costs (including reasonable attorneys fees and cost of defense) to the extent caused, during performance of services under this Agreement, by the negligent or willful acts, errors or omissions of the State, its employees or agents.

(We have this provision in the MOU between the County and CDCR for Medical Inmates)

(2) Paragraph 9 of Exhibit B. Section C. We have a concern about providing CDCR access to Probation Department personnel records because those records are protected by POBR. As such, I propose we include the following underlined language in that subsection "access to employee personnel records as permitted by law"

Please send those two changes and we will put the contract before our Board of Supervisors for approval.

Thanks.

John-Carl Vallejo  
Deputy County Counsel  
County of Mono  
P.O. Box 2415  
Mammoth Lakes, CA 93546  
760.924.1712 (Phone)  
760.924.1701 (Fax)

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**Aug. 13-14, 2013**

**Regular Meeting**

**Item #12a**

**Finance**

**Budget Workshop**

# Mono County FY 2013-2014 Budget

August 13-15\*, 2013



\* = August 15<sup>th</sup> only if not concluded by August 14<sup>th</sup>.

1

## Budget Workshop Agenda

- **Opening Board Member Comments**
- **Budget Introduction – CAO/Finance**
  - **Economic Overview - Property Tax/Sales Tax**
  - **FY 2013-2014 Recommended County Budget**
    - Total Budget - Revenues/Uses
    - General Fund - Revenues/Uses
    - Staffing
    - Reserves
    - Long Term Liabilities and Unmet Needs
    - Policy Items
    - What Budget Does and Doesn't Do
  - **Budget Development Process – Looking Forward**
- **Departmental Presentations**



2

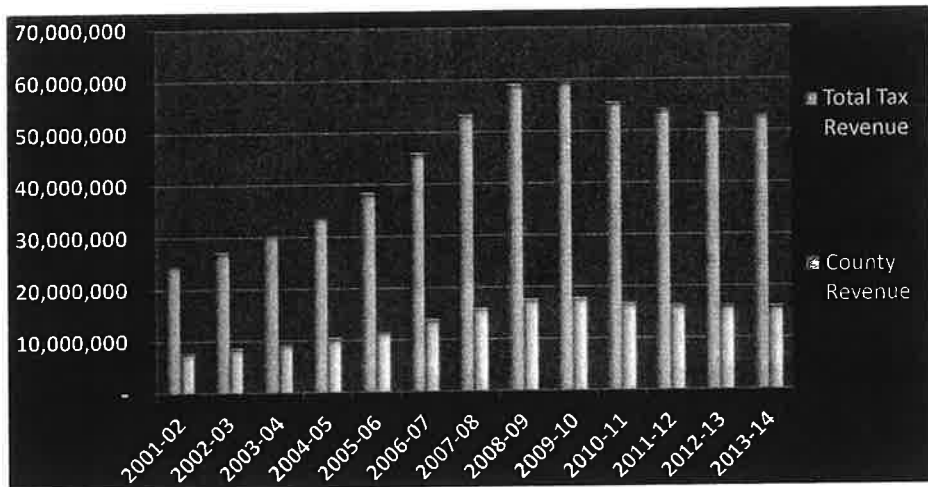
# **Mono County FY 2013-2014 Budget Board Member Opening Comments**



## **Economic Overview**

- **Mono County economy is slowly healing but outlook remains unclear**
- **Mono County economic growth lags California economy**
- **Property tax value decline is less than recent years, but still dropped .38% for 2012**
- **Sales Tax/Transient Occupancy Tax (TOT) dependent on national economic recovery continuing**

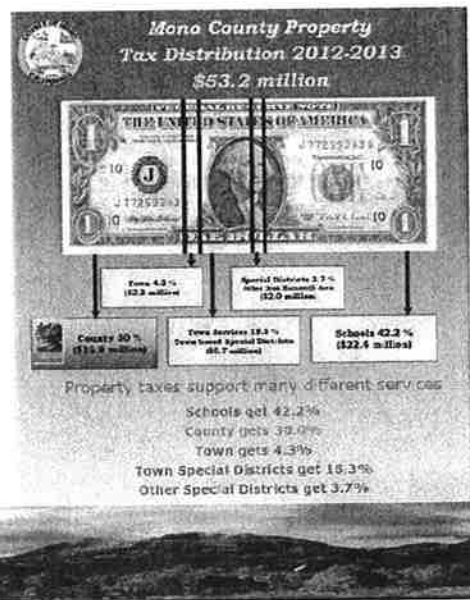
## Property Tax Trends 2001-2013



## Mono County Property Tax Dollar

With this 30%, the County is responsible for:

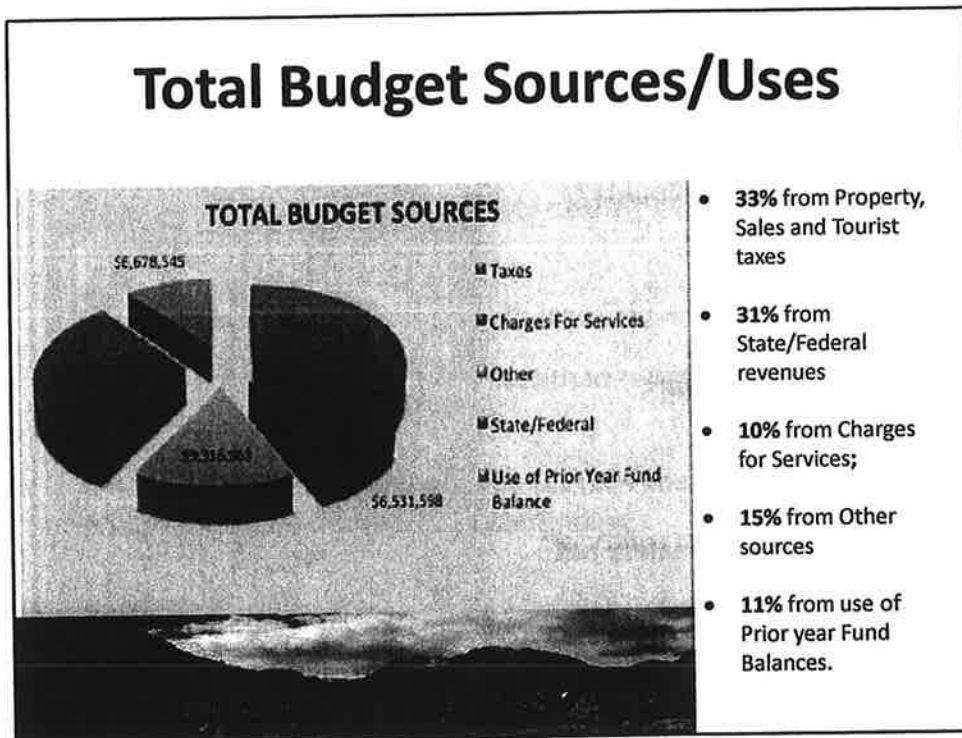
- ✓ Public safety
- ✓ Paramedic program
- ✓ County roads
- ✓ Social and health safety net
- ✓ Economic Development



## Mono County FY 2013-2014 Recommended Budget

### Total Budget - \$63.18 million

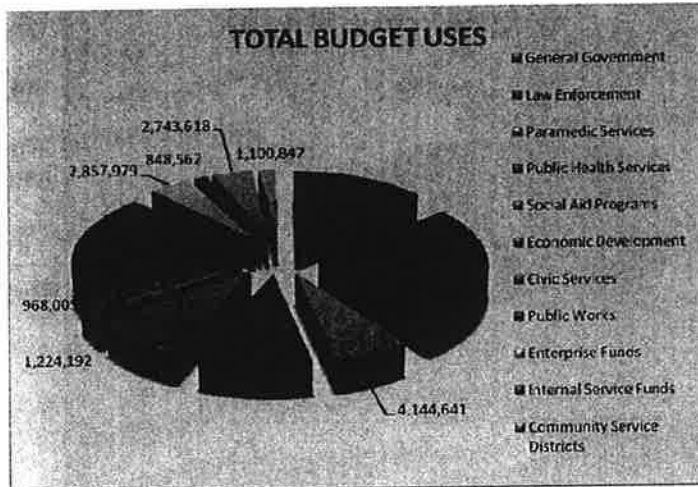
**285.1 Full Time  
Equivalent  
Employees**



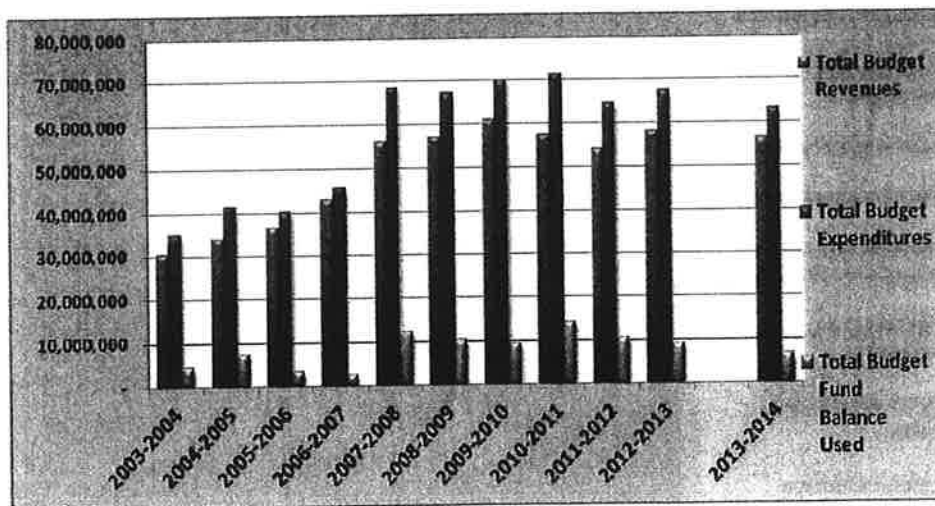


# Total Budget Sources/Uses

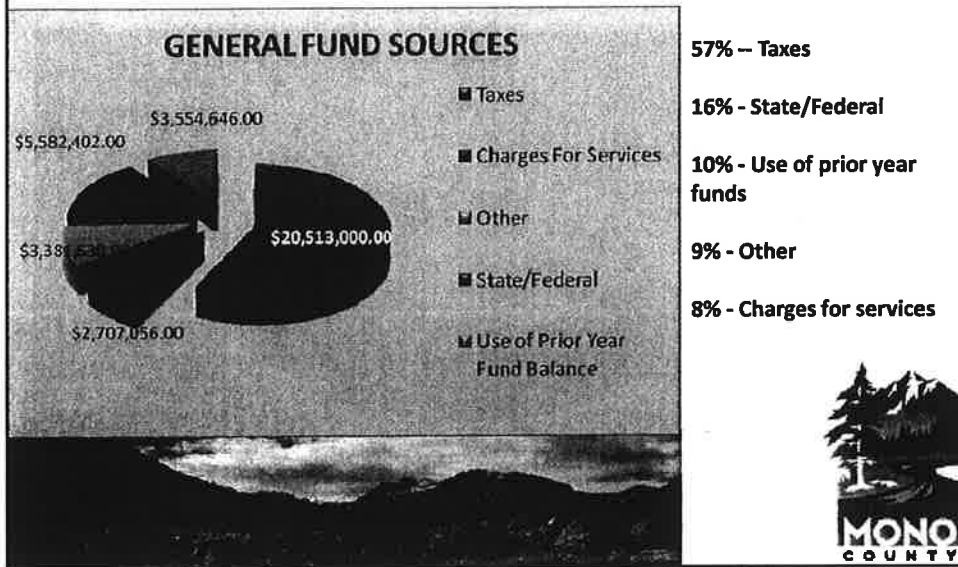
- 26% for Law Enforcement
- 20% for Public Works
- 15% for General Government
- 10% for Public Health Services
- 8% for Social Aid Programs
- 7% for Paramedic Services
- 5% for Enterprise Funds
- 4% for Community Service Areas
- 1.9% for Economic Development
- 1.5% for Civic Services
- 1.7% for Capital Improvements
- 1.3% for Internal Service Funds



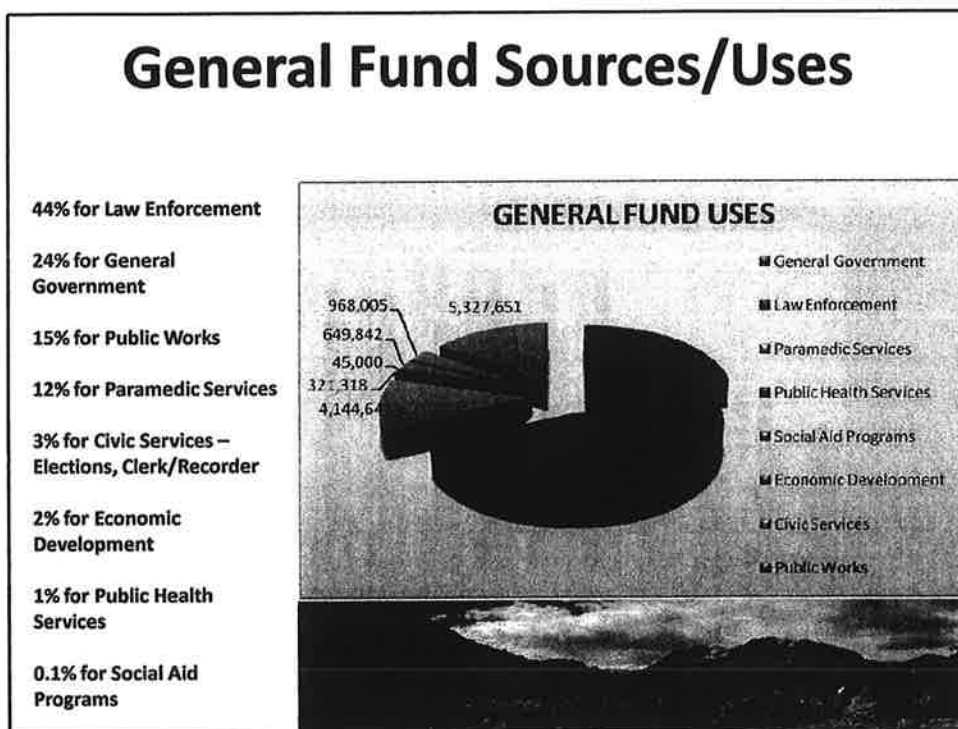
# Total Budget Trends



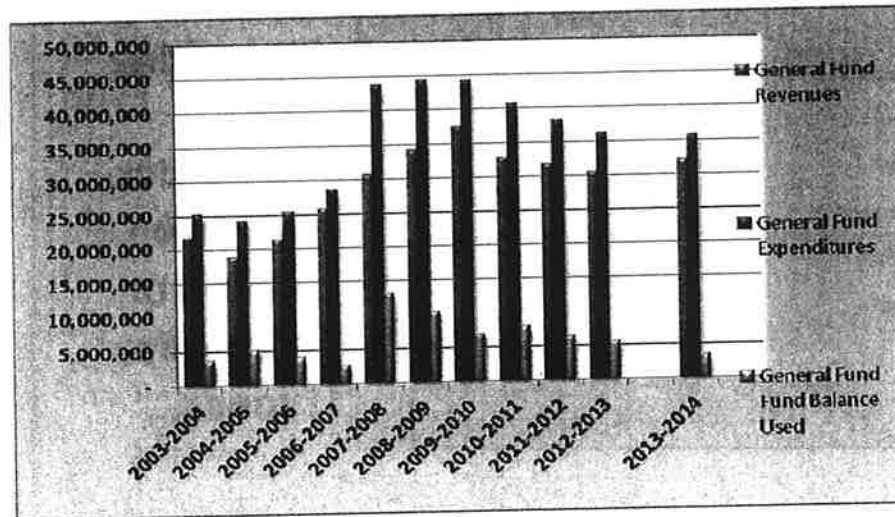
## General Fund Sources/Uses



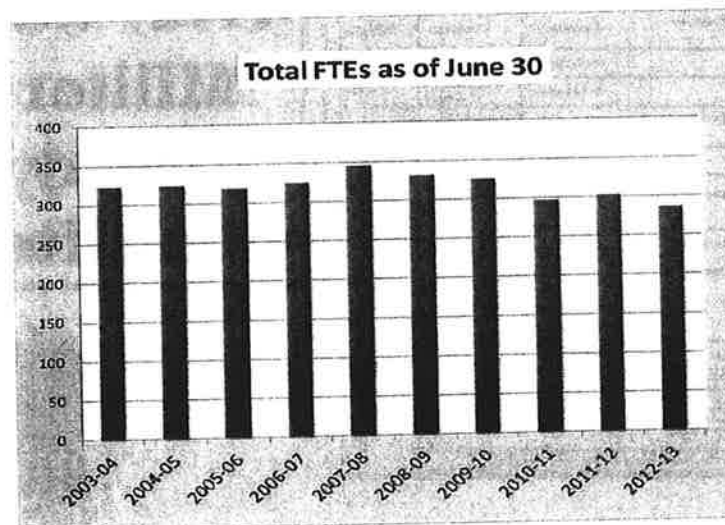
## General Fund Sources/Uses



## General Fund Trends

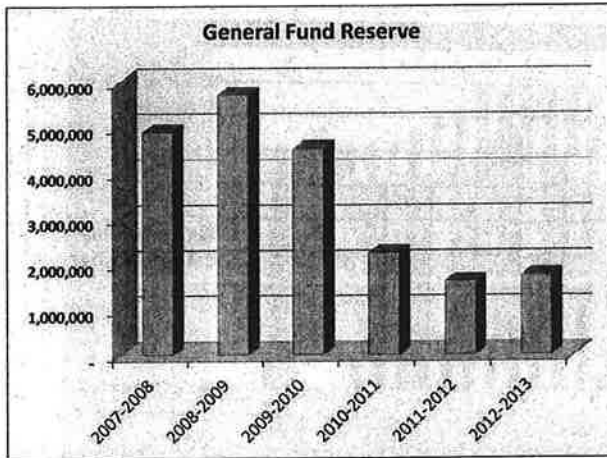


## County Staffing Trends



FTE = Full Time Equivalent

# General Fund Reserves



Spanning the recession, we have relied on rainy day funds...

# County Liabilities - Unmet Needs

Issues	Remaining costs	Cause	Timeline
California Air Resources Board (CARB) Clean Air Compliant vehicles	\$25 million <sup>1</sup>	State mandate for clean air vehicles	2019-2028
Solid Waste Issues - Landfill closures and monitoring	\$6.68 Million <sup>2</sup>	State Law	2023-2029
New Jail	\$15 Million <sup>3</sup>	Population growth/use	2020-2025
Prudent Reserves	\$2.7 Million <sup>4</sup>	County Fiscal Policy	2018
Infrastructure (Roads, Parks, community center upgrades)	TBD	Replacement and maintenance	As warranted
New elections system	\$225,000 <sup>5</sup>	State mandate/ Aging technology	2014-2017
Increased County Information Technology	TBD	Ensure adequate technology to support county services	??
Social and Health Safety Net Services	TBD	Serving resident unmet needs	??
Increased Economic Development Investment	TBD	Grow the Economy	ASAP
Labor costs	1% COLA <sup>6</sup> = \$255,000 annually	Attract, retain and employ top employees	??
<b>TOTAL</b>	<b>\$ 60.5 million</b>	<b>Does not include Labor any potential compensation increases.</b>	

**Over \$60 Million already identified**



<sup>1</sup> - From purchase of Clean Air vehicles have reduced liability and 2013-2014 Recommended Budget proposes \$1 million for vehicle replacement. Final numbers in 2013 and approximately \$2 million.  
<sup>2</sup> - Action Crossing Closure and final closure costs in Enterprise Fund for 2014-15 and for Prince Valley closures in 2019.  
<sup>3</sup> - New Jail will be required at \$110M (State Assigned Prisoners) impacts grow long term inmate population at County jail.  
<sup>4</sup> - FY 2012-2013 Reserves are \$1.7 million, the County Policy is recommended Reserves be at least 15% of General Fund Expenses. Current FY expenditures are 156 million and 15% would be \$23.4 million. The FY 2012-2013 Recommended Budget would add 178,000 to Reserves.  
<sup>5</sup> - Changes in State election law require county to review and investigate replacing current voting machines. Cost for implementation is estimated at \$275,000 but alternative systems may be applied which may reduce cost.  
<sup>6</sup> - A one (1) percent Cost of Living Adjustment would cost approximately \$125,000 annually if applied to all employees.

## General Fund Policy Items

GENERAL FUND POLICY ITEMS	Department or County Policy Request	CAO Recommendation	Difference
<b>Board of Supervisors</b>			
General Fund Contingency (1% Current Expenditures)	\$157,187	\$150,000	\$7,187
General Fund Reserve (Bring to 15% of Current Expenditures - Policy)	5,160,810	50,000	5,110,810
CIP Fund - CARB Compliance Set-aside	1,000,000	1,000,000	-
Air Service Subsidy	85,000	75,000	10,000
Trial Maintenance Program	8,840	8,840	-
Property Tax Admin Fee Waiver (6 smallest fire districts)	20,254	25,000	(4,746)
Contributions to non-profit organizations	75,000	75,000	-
CIP Fund - Park Improvement set-aside	5,000	5,000	-
Behavioral Health			
Behavioral Health	7,149	7,149	-
Assessor			
New FTS Position	75,169	-	75,169
District Attorney			
CA/Mmet Investigator / 950 hours per year	45,000	-	45,000
Half-Time FTS Position	18,194	-	18,194
Additional Office Space	16,200	-	16,200
Economic Development			
Economic Development Assistant	83,800	41,900	41,900
Fish Enhancement Program - Fund 102	45,850	45,850	-
Economic Development - Tourism			
InterAgency Visitor center additional contribution	5,000	-	5,000
California State Fair Exhibit	5,000	-	5,000
Film Commission Marketing Support	10,000	-	10,000
Local Program Funding	40,000	-	40,000
Conway Ranch Estement	113,300	113,300	-
Elections			
Prepare for new Election machine purchase in 2015-16	75,000	-	75,000
Emergency Medical Services (Paramedics)			
Replace to Cardiac Monitors	30,000	30,000	-
Finance / Human Resources			
Electronic Timekeeping System	44,600	-	44,600
Upgrade/Replace Property Tax Server	10,000	10,000	-
<b>Information Technology</b>			
Promote IT Tech to IT Specialist	12,959	-	12,959
Digital 395 Implementation Equipment	26,249	26,249	-
<b>Public Works</b>			
Cemetery - Fund 610	76,427	10,000	66,427
Road Fund - Fund 700 - General	550,000	550,000	-
<b>Sheriff</b>			
50 New Mattress/Pillow combinations	12,500	12,500	-
<b>Social Services</b>			
Department of Social Services - Fund 103	355,000	355,000	-
Department of Social Services - Fund 103 - Senior Program	159,000	159,000	-
Department of Social Services - Fund 103 - General Relief	23,000	23,000	-
<b>TOTAL GENERAL FUND PROPOSED POLICY ITEMS</b>	<b>\$8,751,688</b>	<b>\$2,972,788</b>	<b>\$5,778,900</b>

**Department requests = \$8.75 M**

**Recommended Budget = \$2.97 M  
or 34% of requests**

NON-GENERAL FUND POLICY ITEMS	Department Requested	Description
<b>Clerk</b>		
TS 390 PostScript Multi-Function Printer Copr. Cost	6,427	Fund 774/Modernization Trust Fund
ScarfPro 300X Microfilm reader/printer	16,000	Fund 774/Modernization Trust Fund
<b>District Attorney</b>		
Remodel of new office space	64,000	Fund 753/CA Asses for future fund
<b>Public Works/Motor Pool</b>		
Replace 7 Vehicles	110,000	Funds Available in Motor Pool
<b>Social Services</b>		
Eligibility Worker /1	4,327	State and Federal Position - 2010/CEAT 506,631
Staff Services Analyst VII	10,634	State and Federal Position - 2010/CEAT 506,667
Principal Staff Services Analyst	9,851	State and Federal Position - 2010/CEAT 510,700
<b>Behavioral Health</b>		
Reallocate Contracted position into .70 FTE full-time position	105,704	Funds Available in MHSA Fund
Create a new position in Psych Special Quality Improvement	90,655	Funds Available in MHSA Fund
<b>Finance / Copier Pool</b>		
New DGS Copier for Child Welfare Services	8,000	Funds Available in Copier Pool Fund
<b>Department of Weights &amp; Measures/Agriculture Commissioner</b>		
Construction of New Agriculture building in Inyo County	189,000	Currently req'd in CIP Fund
<b>TOTAL GENERAL FUND PROPOSED POLICY ITEMS</b>	<b>984,858</b>	

## Non- General Fund Policy Items

Funds which are restricted and can only be used for specific program elements

## FY 2013-2014 Recommended Budget Proposes...

- A Balanced Budget;
- Rebuilding Reserves - \$50,000 added;
- Funding Clean Air Vehicle mandates for first year— \$1 million;
- Funding landfill services including closure cost by current solid waste system needs;
- Investing over \$1.22 million in economic development and tourism services;
- No layoffs;
- Reducing an empty management position;
- Maintaining public safety service levels;
- Maintaining County's roads funding (\$550,000);
- Providing health and safety services for all communities of Mono County;
- Increasing transparent budget process and aligning Fiscal Year moving forward;
- Advancing Strategic Planning effort;
- Funding the Senior Meal program.



## What Recommended Budget does not do...

- ✓ **Replenish reserves quickly;**
- ✓ **Provide any resources for employee compensation increases;**
- ✓ **Dedicate needed resources for larger technology, road or other infrastructure investments;**
- ✓ **Provide resources for long term facility re-configuration or upgrade.**

## Long view required to strengthen Mono County



THIS IS A BUDGET DOCUMENT. Items are separated into groups, but are not prioritized within the groups.

January 14, 2014 to December 31, 2014, 2015, 2016 & 2017

Category	2014	2015	2016	2017
Administrative				
Public Works				
Public Safety				
Public Health				
Public Housing				
Public Utilities				
Public Works				
Public Safety				
Public Health				
Public Housing				
Public Utilities				

**Strategic  
Planning  
must  
continue**

THIS IS A BUDGET DOCUMENT. Items are separated into groups, but are not prioritized within the groups.

January 14, 2014 to December 31, 2014, 2015, 2016 & 2017

Category	2014	2015	2016	2017
Administrative				
Public Works				
Public Safety				
Public Health				
Public Housing				
Public Utilities				

THIS IS A BUDGET DOCUMENT. Items are separated into groups, but are not prioritized within the groups.

January 14, 2014 to December 31, 2014, 2015, 2016 & 2017

Category	2014	2015	2016	2017
Administrative				
Public Works				
Public Safety				
Public Health				
Public Housing				
Public Utilities				

## Budget Development – Looking Forward

- **The County must continue Strategic Planning**
  - Takes time and community involvement
- **County should change Budget process and increase transparency**
  - Earlier Budget development for FY 2014-2015
  - Quarterly Board Budget Sessions





## Next Steps

- **Board will review Department Budgets  
– Provide direction**
- **Staff will adjust budget and bring back  
on September 3<sup>rd</sup> for Adoption.**



# Thank you

**Aug. 13-14, 2013**

**Regular Meeting**

**Item #12c**

**Finance**

**Property Tax**

**Administration Fee**

**Workshop and**

**Comment Period**

# Property Tax Administration Fees

## Background

- ▶ Property Tax Admin. Fees are a way to recover a portion of the cost of assessing, preparing, collecting, allocating, and defending the property revenues.
- ▶ Departments that contribute to the process are:
  - Assessor
  - Auditor-Controller
  - Treasurer/Tax Collector
  - County Counsel
  - Clerk/Recorder
- ▶ Other direct costs related to the assessment appeals board and the property tax software are included.

## Process

- ▶ Time related to property tax processes is tracked and allocated
  - Assessor – 100% of duties are tax related
  - Auditor/Controller – 3.79% of total costs were allocated
  - Treasurer/Tax Collector – 48%
  - County Counsel and Clerk/Recorder – recoup a small amount for tax appeals.
  - Computer costs – property tax software system spread over 5 years plus annual maintenance fees
  - Appeals Board – a small stipend plus mileage reimbursements

## Summary of Charges

Department	Admin Fee Charged
Assessor	\$ 1,799,616
Auditor-Controller	51,919
Treasurer-Tax Collector	299,745
Information Technology	209,868
County Counsel	6,095
Clerk-Recorder	5,155
Assessment Appeals Board	3,685
Less map sales & collection fees	(30,500)
<b>Total Tax Administration Costs</b>	<b>\$ 2,345,584</b>

## Allocation Procedure

- ▶ In 12/13, fees of \$2,345,584 were *allocated* to every entity that receives property taxes using the AB8 allocation rate
- ▶ All entities that receive property tax, except schools, were *charged* administrative fees
- ▶ The County paid a total of \$1,672,358 (71%)
- ▶ \$20,254 was *refunded* to the 6 smallest fire districts

## Refunds – 2012/2013

Fire District	Refund Amount
Antelope Valley Fire	\$ 6,345
Bridgeport Fire	6,202
Chalfant Fire	3,795
White Mountain Fire	1,840
Lee Vining Fire	1,330
Mono City Fire	742
<b>Total Refunds</b>	<b>\$ 20,254</b>

Note: In 2012/2013, the County also contributed \$133,000 to the First Responder's Fund through the Fire Chief's Association. This amount is included in the CAO's Recommended budget for 2013/2014.

## More Information

- ▶ Handout with 2012–2013 Property Tax Allocations for all entities
- ▶ Public Testimony
- ▶ Policy Item discussion scheduled for today at 4:00pm

**MONO COUNTY**  
**PROPERTY TAX ADMINISTRATION ALLOCATION**  
**Fiscal Year 2012-2013**  
**Based on 2011-2012 Actual Cost**

CHART B

FUND	ADJUSTED AB 8 ALLOCATION FACTORS (PERCENT)	PROPERTY TAX ADMIN FEE DISTRIBUTION (DOLLARS)	PROPERTY TAX ADMIN FEE CHARGES (DOLLARS)
County General	29.962703%	\$702,800	
Town of Mammoth	4.299313%	\$100,844	\$100,844
County School Service-Supt of Schools	1.974267%	\$46,308	
Library	1.680144%	\$39,409	\$39,409
Eastern Sierra Unified	11.626785%	\$272,716	
Mammoth Unified	16.795773%	\$393,959	
Round Valley School District	0.678390%	\$15,912	
Antelope Fire	0.270525%	\$6,345	\$6,345
Bridgeport Fire	0.264407%	\$6,202	\$6,202
June Lake Fire	0.687387%	\$16,123	\$16,123
Lee Vining Fire	0.056712%	\$1,330	\$1,330
Long Valley Fire	0.545764%	\$12,801	\$12,801
Mammoth Fire	4.951386%	\$116,139	\$116,139
Mono City Fire	0.031629%	\$742	\$742
White Mountain Fire	0.078465%	\$1,840	\$1,840
Chalfant Fire	0.161808%	\$3,795	\$3,795
Birchim Community Services	0.025112%	\$589	\$589
Hilton Creek Community Services	0.165697%	\$3,887	\$3,887
Bridgeport Public Utility District	0.015681%	\$368	\$368
Bridgeport Public Utility District #2	0.009582%	\$225	\$225
June Lake Public Utility District	1.002905%	\$23,524	\$23,524
Lee Vining Public Utility District	0.075665%	\$1,775	\$1,775
June Lake Mosq.		\$0	\$0
Mammoth Mosq.	0.137655%	\$3,229	\$3,229
So Mono Hospital	3.570251%	\$83,743	\$83,743
Mammoth Co Water	5.220020%	\$122,440	\$122,440
Mammoth Co Water #1	4.606168%	\$108,042	\$108,042
Mammoth Co Water #2	1.365345%	\$32,025	\$32,025
County Service Area # 1	0.260830%	\$6,118	\$6,118
County Service Area # 5	0.082875%	\$1,944	\$1,944
Special District Augmentation Fund		\$0	\$0
Education Revenue Augmentation Fund	9.396753%	\$220,409	
<b>TOTAL</b>	<b>100.00%</b>	<b>\$2,345,584</b>	<b>\$693,479</b>