



AGENDA
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA

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

Regular Meeting

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

August 13, 14, 15, 2013

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

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

9:00 AM Call meeting to Order
 Pledge of Allegiance

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

Approximately **CLOSED SESSION**
to 10:30 a.m.

BOARD OF SUPERVISORS

- 1a) **Closed Session--Human Resources - CONFERENCE WITH LABOR NEGOTIATORS.** Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman and Jim Leddy. 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.

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) **BOARD MEMBER REPORTS**

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

Approximately **COUNTY ADMINISTRATIVE OFFICE**
10 Minutes

- 4) CAO Report regarding Board Assignments
Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

10:30 a.m. **DEPARTMENT REPORTS/EMERGING ISSUES**
Approximately (PLEASE LIMIT COMMENTS TO FIVE MINUTES EACH)
15 minutes

Approximately **CONSENT AGENDA**
5 minutes for
Consent Items

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

PUBLIC WORKS - SOLID WASTE DIVISION

- 5a) **CalRecycle Grant Authorization - A Resolution of the Mono County Board of**

Supervisors authorizing the Public Works Director to apply for CalRecycle grants, and enter into related grant agreements for a period of five years.

Recommended Action: Adopt proposed resolution #R13 - _____, authorizing the Public Works Director to apply for CalRecycle grants, and enter into related grant agreements for a period of five years. Provide any desired direction to staff.

Fiscal Impact: Increased revenues to expand and enhance recycling and HHW programs.

COUNTY COUNSEL

- 6a) **Deputy County Counsel Employment Agreement** - Proposed resolution approving an employment agreement with Christian Milovich and prescribing the compensation, appointment, and conditions of said employment. Ms. Milovich would be employed as a Deputy County Counsel I, filling a vacancy in an existing deputy position.

Recommended Action: Adopt Resolution R13-___, approving an employment agreement with Christian Milovich and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: \$129,258.91 for 10 months of 2013-14 which is included in the Departmental Requested and CAO Recommended budgets. The components include: \$78,150.00 in salary; PERS – \$15,702.91; and benefits costs of \$35,406.00.

- 6b) **Employment Agreement Amendment (Johnson)** - Proposed Resolution approving an agreement and first amendment to agreement re employment of Richard Johnson.

Recommended Action: Adopt Resolution R13-___, approving an agreement and first amendment to agreement re employment of Richard Johnson.

Fiscal Impact: Minor extension of existing contract terms, which are included in current budget.

REGULAR AGENDA

**CORRESPONDENCE RECEIVED
(INFORMATIONAL)**

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

CLERK OF THE BOARD

- 7a) No Correspondence

BOARD OF SUPERVISORS

- 8a) **Resolution of Appreciation for Mary Booher** (Board of Supervisors) - Resolution of Appreciation recognizing Mary Booher for her years of service.

10 minutes

Recommended Action: Approve and present resolution.

Fiscal Impact: None.

SOCIAL SERVICES

Additional Departments: Behavioral Health and Public Health

9a)
35 minutes

Affordable Care Act: Implementation in Mono County (Kathy Peterson, Social Services; Robin Roberts, Behavioral Health; Hilary Bayliss, Public Health) - Workshop regarding Affordable Care Act (ACA) implementation in Mono County, by Kathy Peterson, Social Services; Robin Roberts, Behavioral Health; and Hilary Bayliss, Public Health. Presentation will describe the expanded role of Mono County Health and Human Service Departments in educating, enrolling, and serving eligible county residents under the ACA, and in implementing this aspect of the law. Description of activities already underway and needed action from Board to help meet the challenge of health care reform implementation.

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

Fiscal Impact: None.

PROBATION

10a)
5 minutes

Approval of Memorandum of Understanding with Division of Juvenile Justice (Karin Humiston) - Proposed resolution approving a Memorandum of Understanding with the California Department of Corrections and Rehabilitation (CDCR) Division of Juvenile Justice (FY 2013-14).

Recommended Action: Adopt proposed resolution #R13-____, approving a Memorandum of Understanding with the CDCR Division of Juvenile Justice for FY 2013-14. Provide any desired direction to staff.

Fiscal Impact: None.

PUBLIC WORKS - SOLID WASTE DIVISION

11a)
15 minutes

Formation of a Solid Waste Advisory Group (Tony Dublino, Jim Leddy) - Presentation by Tony Dublino and Jim Leddy regarding update on Solid Waste issue and the possible formation of a Solid Waste Advisory Group.

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

Fiscal Impact: Any potential Group would be staffed with existing County and Town resources.

LUNCH

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

FINANCE

12a) **Budget Workshop** (Leslie Chapman, Finance Director, Jim Leddy, CAO, Department heads and fiscal staff) - Presentation by Jim Leddy and Leslie Chapman with subsequent discussion regarding budget status to date, along with input from departments and opportunity for the Board to ask questions, consider alternatives and provide input for development of the 2013-2014 final budget. Budget workshop documents can be accessed online:
1:00 PM
4 hours <http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

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

Fiscal Impact: None at this time.

ADJOURN TO 9:00 AM WEDNESDAY, AUGUST 14, 2013.

**ADJOURNED REGULAR MEETING
AUGUST 14, 2013, 9:00 AM
Board Chambers, 2nd Fl., County Courthouse, 278 Main St.,
Bridgeport, CA 93517**

9:00 AM Call Meeting to Order

Pledge of Allegiance

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

FINANCE

Additional Departments: County Administrator's Office

12b) **Continuation of Budget Workshop** (Leslie Chapman, Jim Leddy, Department Heads and fiscal staff) - Presentation by Leslie Chapman, Jim Leddy, Department Heads and fiscal staff regarding the continuation of August 13 budget workshop with the Board to provide information, consider budget options and get Board direction in anticipation of finalizing the 2013-2014 County Budget. Budget workshop documents can be accessed online:
2 hours <http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

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

Fiscal Impact: None at this time.

12c) **Property Tax Administration Fees Workshop and Comment Period** (Leslie Chapman, Finance Director) - Presentation by Leslie Chapman regarding Mono County Policy pertaining to Annual Reporting of Property Tax Administration Fees, and subsequent public comment period.
11:00 AM
1 hour

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

Fiscal Impact: None at this time, but possible FY13-14 budget impacts.

LUNCH

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

FINANCE

Additional Departments: County Administrator's Office

12d) **Continuation of Budget Workshop** (Leslie Chapman, Jim Leddy, Department Heads and fiscal staff) - Presentation by Leslie Chapman, Jim Leddy, Department Heads and fiscal staff regarding the continuation of August 13 budget workshop with the Board to provide information, consider budget options and get Board direction in anticipation of finalizing the 2013-2014 County Budget. Budget workshop documents can be accessed online:
4 hours
<http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

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

Fiscal Impact: None at this time.

ADJOURN TO 1:00 PM THURSDAY, AUGUST 15, 2013, IF NECESSARY.

**ADJOURNED REGULAR MEETING
AUGUST 15, 2013, 1:00 PM
Board Chambers, 2nd Fl., County Courthouse, 278 Main St.,
Bridgeport, CA 93517**

1:00 PM Call Meeting to Order

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.)

FINANCE

Additional Departments: County Administrator's Office

12e)

Continuation of Budget Workshop (Leslie Chapman, Jim Leddy, Department Heads and fiscal staff) - Presentation by Leslie Chapman, Jim Leddy, Department Heads and fiscal staff regarding the continuation of August 13 budget workshop with the Board to provide information, consider budget options and get Board direction in anticipation of finalizing the 2013-2014 County Budget. Budget workshop documents can be accessed online:

<http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

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

Fiscal Impact: None at this time

ADJOURN

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 13, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session--Human Resources		

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman and Jim Leddy. 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:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
7/8/2013 4:20 PM	County Administrative Office	Yes
8/2/2013 4:54 PM	County Counsel	Yes
7/30/2013 3:33 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 13, 2013	DEPARTMENT	Public Works - Solid Waste Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	CalRecycle Grant Authorization		

AGENDA DESCRIPTION:

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

A Resolution of the Mono County Board of Supervisors authorizing the Public Works Director to apply for CalRecycle grants, and enter into related grant agreements for a period of five years.

RECOMMENDED ACTION:

Adopt proposed resolution #R13 - _____, authorizing the Public Works Director to apply for CalRecycle grants, and enter into related grant agreements for a period of five years. Provide any desired direction to staff.

FISCAL IMPACT:

Increased revenues to expand and enhance recycling and HHW programs.

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:

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- [Staff Report](#)
- [Resolution 13-XX](#)
- [ALTERNATE Reso 13-XX](#)

History

Time	Who	Approval
7/25/2013 1:23 PM	County Administrative Office	Yes
8/2/2013 4:55 PM	County Counsel	Yes
8/7/2013 2:38 PM	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: August 13, 2013
To: Honorable Board of Supervisors
From: Tony Dublino
Subject: Authorization for CalRecycle grant applications and agreements for a five year period

Recommended Action:

Approve attached Resolution, or modify to authorize current grant application.

Fiscal Impact:

Increased revenues to expand and enhance recycling and HHW programs.

Discussion:

CalRecycle offers grants each year for various activities, including Household Hazardous Waste management, Beverage Container Recycling, Used Oil Recycling, and others. These grants are instrumental in providing funds to expand and enhance our management of hazardous wastes, and various recycling efforts in Mono County.

Some grants recur every year, and others are offered as funding becomes available, but all grants require an authorizing resolution from the governing body. CalRecycle allows such resolutions to be grant-specific, or to cover all grants for a 5-year period.

Should the Board agree, this action would eliminate the time and effort of scheduling Board items each time the Solid Waste Division applies for a CalRecycle grant. Instead, grant applications and results could be addressed in an annual update, or another informal process.

In an effort to streamline the application process, it is suggested that the Board approve the attached resolution, authorizing the Public Works Director to apply for these grants, and enter related grant agreements (as grants are awarded) for a period of 5 years.

If the Board does not want to authorize these applications for a period of 5 years, there is an immediate need to have authorization for the most current application. The application is in the amount of \$25,191. If approved, it will fund 100 event recycling receptacles to be used throughout the region, would fund receptacles to assist local businesses in complying with mandatory commercial recycling requirements, and would fund outreach and education efforts along with related administration costs.

If you have any questions regarding this item, please contact me at 932-5453.

Respectfully submitted,



Tony Dublino
Solid Waste Superintendent



RESOLUTION NO. R13-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO APPLY FOR
CALRECYCLE GRANTS, AND ENTER RELATED GRANT AGREEMENTS
FOR A PERIOD OF FIVE YEARS**

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), to administer various Grant Programs (grants) in furtherance of the state of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an Applicant's governing body to declare by Resolution certain authorizations related to the administration of CalRecycle grants.

WHEREAS, if awarded, the County of Mono will be required to enter into a Grant Agreement with CalRecycle for implementation of said grant; and,

WHEREAS, funds made available to the County of Mono through previous grants administered by CalRecycle have been instrumental in raising public awareness and establishing the infrastructure necessary to operate safe and efficient recycling and household hazardous waste programs .

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES: the Director of Public Works is authorized to submit application(s) to CalRecycle for all grants for which the County of Mono is eligible, and to enter related grant agreements, from today's date until a period five years from today.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2013, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Byng Hunt, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

Comment [TD1]: Alternate: The Director of Public Works is hereby authorized to submit an application, and enter related grant agreement, for the Fiscal Year 13/14 Beverage Container Recycling Grant, in the amount of \$25,191.



RESOLUTION NO. R13-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO APPLY FOR
CALRECYCLE GRANTS, AND ENTER RELATED GRANT AGREEMENTS
FOR A PERIOD OF FIVE YEARS**

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), to administer various Grant Programs (grants) in furtherance of the state of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an Applicant's governing body to declare by Resolution certain authorizations related to the administration of CalRecycle grants.

WHEREAS, if awarded, the County of Mono will be required to enter into a Grant Agreement with CalRecycle for implementation of said grant; and,

WHEREAS, funds made available to the County of Mono through previous grants administered by CalRecycle have been instrumental in raising public awareness and establishing the infrastructure necessary to operate safe and efficient recycling and household hazardous waste programs .

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES: The Director of Public Works is hereby authorized to submit an application, and enter related grant agreement, for the Fiscal Year 13/14 Beverage Container Recycling Grant, in the amount of \$25,191.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2013, by the following vote, to wit:

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

Byng Hunt, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 13, 2013	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Deputy County Counsel Employment Agreement		

AGENDA DESCRIPTION:

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

Proposed resolution approving an employment agreement with Christian Milovich and prescribing the compensation, appointment, and conditions of said employment. Ms. Milovich would be employed as a Deputy County Counsel I, filling a vacancy in an existing deputy position.

RECOMMENDED ACTION:

Adopt Resolution R13-___, approving an employment agreement with Christian Milovich and prescribing the compensation, appointment, and conditions of said employment.

FISCAL IMPACT:

\$129,258.91 for 10 months of 2013-14 which is included in the Departmental Requested and CAO Recommended budgets. The components include: \$78,150.00 in salary; PERS – \$15,702.91; and benefits costs of \$35,406.00.

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:

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[Milovich staff report](#)

 [Milovich resolution](#)

 [Mllovich contract](#)

History

Time	Who	Approval
8/7/2013 3:22 PM	County Administrative Office	Yes
8/7/2013 3:04 PM	County Counsel	Yes
8/7/2013 3:27 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Jennifer Senior

TO: Board of Supervisors
FROM: Marshall Rudolph
DATE: August 13, 2013
RE: Employment Agreement with Christian Milovich

Recommendation:

Adopt proposed resolution approving an employment agreement with Christian Milovich and prescribing the compensation, appointment, and conditions of said employment.

Fiscal/Mandates Impact:

\$129,258.91 for 10 months of 2013-14 which is fully budgeted. The components include: \$78,150.00 in salary; PERS - \$15,702.91; and benefits costs of \$35,406.00.

Discussion:

The proposed resolution would approve an at-will employment agreement with Christian Milovich. Ms. Milovich would be employed as a deputy county counsel I, filling a vacancy in an existing deputy county counsel position. She was selected through a highly competitive recruitment process. Her start date is September 9, 2013.

Please call me at (760) 924-1707 if you have any questions or comments.



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RESOLUTION NO. R13-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT
AGREEMENT WITH CHRISTIAN MILOVICH AND
PRESCRIBING THE COMPENSATION, APPOINTMENT, AND
CONDITIONS OF SAID EMPLOYMENT**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement re Employment of Christian Milovich, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Ms. Milovich. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

AGREEMENT RE EMPLOYMENT OF CHRISTIAN MILOVICH

This Agreement is entered into this 13th day of August, 2013, by and between Christian Milovich and the County of Mono.

I. RECITALS

The County wishes to employ Christian Milovich as a Deputy County Counsel I on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Milovich wishes to accept such employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be August 13, 2013, until August 13, 2015, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Milovich in writing no later than February 13, 2015, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Milovich shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Ms. Milovich that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Milovich as a result of the cured breach. If the County does not cure the breach, then the Agreement shall automatically renew for another two years on the same terms in effect at the time of renewal.
2. Commencing September 9, 2013, Ms. Milovich shall be employed by Mono County as a Deputy County Counsel I, serving at the will and pleasure of the County Counsel in accordance with the terms and conditions of this Agreement. Ms. Milovich accepts such employment. The County Counsel shall be deemed the "appointing authority" for all purposes with respect to Ms. Milovich' employment.
3. Effective September 9, 2013, Ms. Milovich's salary shall be \$7,740.00 per month (prorated for the month of September 2013 based on her start date). During each calendar year commencing with 2014, the Board of Supervisors may increase or decrease Ms. Milovich' then-current salary in its discretion; provided, however, that the Board shall not decrease her salary by more than two percent (2%) during any one calendar year. In exercising its discretion to increase or decrease Ms. Milovich' salary, the Board may consider the survey and cost-of-living-adjustment principles of the County's management compensation policies

(most recently amended by Board Resolution R10-74), but Ms. Milovich's salary and compensation shall not be formally governed by such policies and thus, among other things, she shall not be eligible at any time to receive "performance pay" under those policies. Ms. Milovich understands that she is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County, and also any employee share of the "normal cost" of Ms. Milovich's retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

4. Ms. Milovich shall earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Milovich understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost. (Due to Ms. Milovich' start date of September 9, 2013; her merit leave shall be pro-rated to 25 hours for 2013.)
5. To the extent deemed appropriate by the County Counsel, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Milovich' full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Milovich shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits, CalPERS medical insurance, County dental and vision coverage, and life insurance. Pursuant to the California Public Employees' Pension Reform Act of 2013, the CalPERS retirement formula applicable to Ms. Milovich's County employment will be "2% at 62." Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R13-46 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
7. Ms. Milovich understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code

provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Milovich cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Milovich' regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Ms. Milovich' employment, the County Counsel may terminate Ms. Milovich' employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Milovich understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Counsel may, in his discretion, take during Ms. Milovich' employment.
9. In the event that such a termination without cause occurs after September 9, 2014, (i.e., after the first twelve months of employment), Ms. Milovich shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Ms. Milovich shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Milovich shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Milovich that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e., it does not include any other compensation,

including but not limited to any temporary performance or merit pay).

10. Notwithstanding the foregoing, Ms. Milovich shall not be entitled to any severance pay in the event that the County Counsel has grounds to discipline her on or about the time he gives her notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Milovich shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Milovich may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Milovich shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Milovich.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Milovich' employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Milovich' sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Ms. Milovich acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Milovich further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of August 13, 2013.

CHRISTIAN MILOVICH

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 13, 2013	DEPARTMENT	County Counsel
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Employment Agreement Amendment (Johnson)		

AGENDA DESCRIPTION:

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

Proposed Resolution approving an agreement and first amendment to agreement re employment of Richard Johnson.

RECOMMENDED ACTION:

Adopt Resolution R13-___, approving an agreement and first amendment to agreement re employment of Richard Johnson.

FISCAL IMPACT:

Minor extension of existing contract terms, which are included in current budget.

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

- [Johnson staff report](#)
- [Johnson amendment resolution](#)
- [Dr. Johnson amendment](#)

History

Time	Who	Approval
8/7/2013 3:23 PM	County Administrative Office	Yes
8/7/2013 3:03 PM	County Counsel	Yes
8/7/2013 3:06 PM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsels
John-Carl Vallejo

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700
Facsimile
760-924-1701

Legal Assistant
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: August 13, 2013

RE: Resolution approving Agreement and First Amendment to Agreement re
Employment of Richard Johnson

Recommendation:

Adopt proposed resolution.

Fiscal/Mandates Impact:

Minor extension of current contract terms, which are included in the current budget.

Discussion:

The proposed agreement and first amendment is self-explanatory and would effectuate an extension of Dr. Johnson's current contract until September 30, 2013.

Please contact me with any questions or comments.



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RESOLUTION NO. R13-

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN AGREEMENT AND FIRST AMENDMENT TO AGREEMENT RE EMPLOYMENT OF RICHARD JOHNSON

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement and First Amendment to Agreement re Employment of Richard Johnson, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that amended Agreement are hereby prescribed and shall govern the employment of Dr. Johnson. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT RE EMPLOYMENT
OF RICHARD JOHNSON**

This Agreement and First Amendment is entered into this 13th day of August, 2013, by and between Richard Johnson and the County of Mono (sometimes referred to herein collectively as "the parties") for the purpose of amending that certain Agreement re Employment of Richard Johnson.

I. RECITALS

- A. The County currently employs Richard Johnson in accordance with an employment agreement entered into on or about August 17, 2010, which would expire on August 17, 2013 (referred to herein as "the Agreement").
- B. The parties wish to amend the Agreement to extend the Agreement's expiration date until September 30, 2013.

II. AGREEMENT

NOW, THEREFORE, the parties agree as follows:

- 1. The first sentence of Section 1 of the Agreement is amended to read as follows: "The term of this Agreement shall be August 17, 2010, until September 30, 2013, unless earlier terminated by either party in accordance with this Agreement."
- 2. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The parties hereby execute this Agreement and First Amendment as of the date first written above.

RICHARD JOHNSON

THE COUNTY OF MONO

By: Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 13, 2013	DEPARTMENT	Clerk of the Board
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	No Correspondence		

AGENDA DESCRIPTION:

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

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
8/7/2013 2:39 PM	Clerk of the Board	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 13, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	10 minutes	PERSONS APPEARING BEFORE THE BOARD	Board of Supervisors
SUBJECT	Resolution of Appreciation for Mary Booher		

AGENDA DESCRIPTION:

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

Resolution of Appreciation recognizing Mary Booher for her years of service.

RECOMMENDED ACTION:

Approve and present resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Lynda Roberts

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Booher Resolution](#)

History

Time	Who	Approval
8/7/2013 1:47 PM	County Administrative Office	Yes
8/7/2013 2:55 PM	County Counsel	Yes
8/7/2013 2:58 PM	Finance	Yes

**RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
IN APPRECIATION OF MARY BOOHER**

WHEREAS, Mary Booher was first employed as an Account Tech I on January 9, 1989 to work in the Mono General Hospital Department, Business Office Division after graduating from University of Nevada, Reno with a degree in Criminology; and

WHEREAS, Mary's title continued to change as she was promoted to Account Tech II later in 1989, then promoted to Account Tech III in 1990, and Senior Account Clerk in the Auditor Controller Department the same year. She received two more promotions in the Auditor Controller Department; and

WHEREAS, Mary was promoted to Fiscal & Administrative Services Supervisor in the Public Health Department, where she continued to advance until 2003, when she was reclassified to Administrative Analyst in Health & Human Services. She was then given the responsibility of Director of Fiscal Operations in Health & Human Services. Mary became an expert in Public Health funding, and was especially proficient in understanding the complicated Public Health Realignment system. Mary possessed the special skill of making difficult concepts understood by many; and

WHEREAS, in recognition of her experience, knowledge and leadership skills, Mary was named Financial Analyst for the County Administrative Office. She had numerous duties in that role, including assisting in the reorganization of the Human Resources and Public Works Departments; and

WHEREAS, Mary has continued her formal education over many years, she received a Bachelor of Science Magna Cum Laude in Business Administration from Regis University in 2006, and went on to earn a Masters Degree in Public Administration with Honors in 2011; and

WHEREAS, Mary was named Financial Analyst for the Finance Department in 2011, and Administrative Services Manager for the same department in 2012; and

WHEREAS, Mary took on tasks and projects outside of her job duties or field of expertise, handling the fiscal aspects of the Paramedic Department for years, and recently managing the Paramedic Program when the Public Health Director went on emergency medical leave. She assisted with budget and created a licensing database which was used for many years by Animal Control.

WHEREAS, In addition to her 24 years of service as a Mono County employee, this community has benefited from Mary's long term volunteer roles in sports and academics in local schools, leadership in her church, and as a board member of County Special Assessment #5. Her wisdom, experience and perseverance will be missed very much!

NOW, THEREFORE, BE IT RESOLVED, the Mono County Board of Supervisors and the Health, Public Works, Human Resources, Community Development, Paramedic, and Animal Control Departments hereby extend a most sincere "THANK YOU" in appreciation for Mary's many years of dedicated service; and

BE IT FURTHER RESOLVED, Mary Booher is hereby extended our best wishes as she continues to utilize her valuable skills as a public servant in another county, APPROVED AND ADOPTED this 13th day of August, 2013, by the Mono County Board of Supervisors.

Larry Johnston, Supervisor District #1

Timothy Fesko, Supervisor District #4

Fred Stump, Supervisor District #2

Byng Hunt, Supervisor District #5

Tim Alpers, Supervisor District #3



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 13, 2013	DEPARTMENT	Social Services
ADDITIONAL DEPARTMENTS	Behavioral Health and Public Health		
TIME REQUIRED	35 minutes	PERSONS APPEARING BEFORE THE BOARD	Kathy Peterson, Social Services; Robin Roberts, Behavioral Health; Hilary Bayliss, Public Health
SUBJECT	Affordable Care Act: Implementation in Mono County		

AGENDA DESCRIPTION:

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

Workshop regarding Affordable Care Act (ACA) implementation in Mono County, by Kathy Peterson, Social Services; Robin Roberts, Behavioral Health; and Hilary Bayliss, Public Health. Presentation will describe the expanded role of Mono County Health and Human Service Departments in educating, enrolling, and serving eligible county residents under the ACA, and in implementing this aspect of the law. Description of activities already underway and needed action from Board to help meet the challenge of health care reform implementation.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 760-924-1763 / kpeterson@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report - ACA Workshop](#)

 [powerpoint](#)

History

Time	Who	Approval
8/6/2013 3:00 PM	County Administrative Office	Yes
8/6/2013 2:55 PM	County Counsel	Yes
8/7/2013 2:16 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH
Director

BRIDGEPORT OFFICE
(760) 932-5600
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KP*

Date: August 13, 2013

Re: Implementation of the Affordable Care Act (ACA) in Mono County

Recommended Action:

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

Fiscal Impact:

None.

Discussion:

The purpose of this agenda item is to conduct a workshop regarding implementation of the Affordable Care Act (ACA) in Mono County. The presentation will describe the expanded role of Mono County Health and Human Service Departments in educating, enrolling, and serving eligible county residents under the ACA, and in implementing this aspect of the law. We'll describe activities already underway and needed action from the Board of Supervisors to help meet the challenge of health care reform implementation.

Health Care Reform & Affordable Care Act in Mono County



Mono County, August 13, 2013

Presentation Overview

- ▶ Affordable Care Act Basics
- ▶ Department Operations
- ▶ Expectations & Challenges
- ▶ Implementation Activities

Affordable Care Act Basics

- ▶ Affordable Care Act passed in 2010
- ▶ Various market reforms effective already:
 - ▶ Access for uninsured with pre-existing conditions
 - ▶ Coverage for young adults until 26 on a parent's plan
 - ▶ Coverage for preventive services such as mammograms and colonoscopies
- ▶ Two mechanisms for expanding coverage:
 1. Medicaid/MediCal expansion
 2. Tax-based subsidies through state-based exchange

3

ACA Implementation

- Open Enrollment Starts October 1, 2013
 - **78 days from today**
- Coverage Begins January 1, 2014
 - **170 days from today**

4

Affordable Care Act Basics

Medi-Cal Expansion

- 138% of the Federal Poverty Level
 - \$15,900 - single adult
 - \$32,499 - family of 4
- Newly eligible:
 - Childless, non-disabled, non-elderly adults

Tax Subsidy Exchange-based Coverage

For those at 100 - 400% of the Federal Poverty Level, (FPL) who are not eligible for MediCal.

Families at the 400% FPL with incomes up to these amounts will get subsidies to help them buy insurance in the CA Health Benefits Exchange:

Household Size:	400% FPL (means you make)
An individual	\$45,960
2	\$62,040
3	\$78,120
4	\$94,200


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Medi-Cal Expansion	Tax Subsidy Exchange-Based Coverage
<ul style="list-style-type: none"> ◦ Simplifications in program (no asset test, etc.) ◦ Income & household size calculated differently than CalFresh, CalWORKs ◦ Governed by California Department of Health Care Services 	<ul style="list-style-type: none"> ▶ Tax credit subsidies for qualified enrollees ▶ Cost-sharing reductions for lowest income ▶ Marketplace for those >400% FPL to purchase unsubsidized coverage ▶ Governed by Covered California - new name for the state's exchange, created in 2010

Affordable Care Act Basics

Affordable Care Act Estimates

Medi-Cal Expansion



Mono County

- Approximately 75-100 residents will be *newly* eligible for Medi-Cal
- Approximately 700 additional residents enrolled/converted into new system by Mono County Social Services

Statewide

- 3.8 million people statewide will become eligible under Medi-Cal (*newly eligible or eligible now but not enrolled*)

Source: UC Berkeley / UCLA CalSIM version 1.8

Affordable Care Act Estimates

Tax Subsidy
Exchange-Based Coverage



Mono County

Approximately 1,400 residents will likely qualify for tax credits

- 100% increase in “new cases”
- Significant increase to Social Services and Behavioral Health workloads.

Statewide

- Estimated 2.6 million people will become newly eligible for tax subsidy, exchange-based coverage.

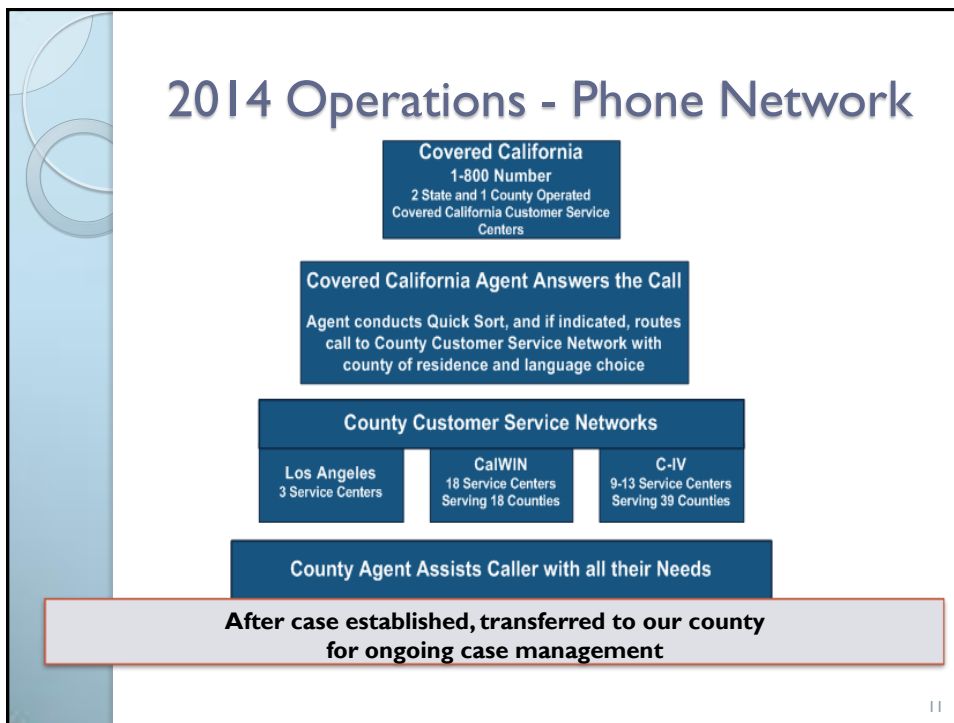
Source: US Census Bureau, Small Area Health Insurance Estimates

HHS Depts: Operations Today

- ▶ **Social Services**
 - ▶ Medi-Cal, CalFresh, CalWorks, Welfare to Work
 - ▶ Employment and Training Programs
 - ▶ Child and Adult Protective Services, IHSS, Foster Care
- ▶ **Behavioral Health**
 - ▶ Mental health specialty and psychiatry
 - ▶ Rehabilitation services and case management
 - ▶ Outpatient substance abuse treatment
- ▶ **Public Health**
 - ▶ Immunizations, Communicable Disease Prevention, WIC,
 - ▶ CCS, CHDP, Maternal Child Adolescent Health
 - ▶ Emergency preparedness and Environmental Health

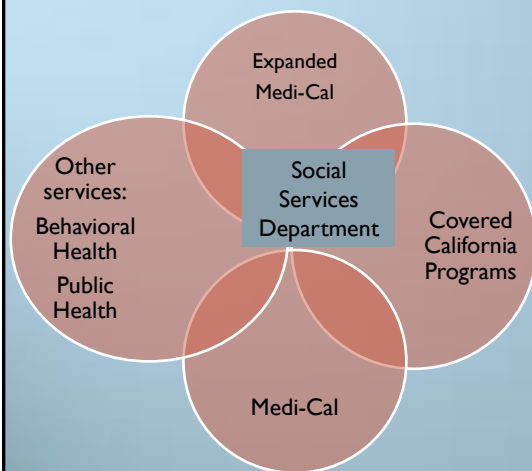
10

2014 Operations - Phone Network



Operations – Culture Change for All

The question is no longer, *whether a client is eligible*, but rather,
for what is a client eligible?

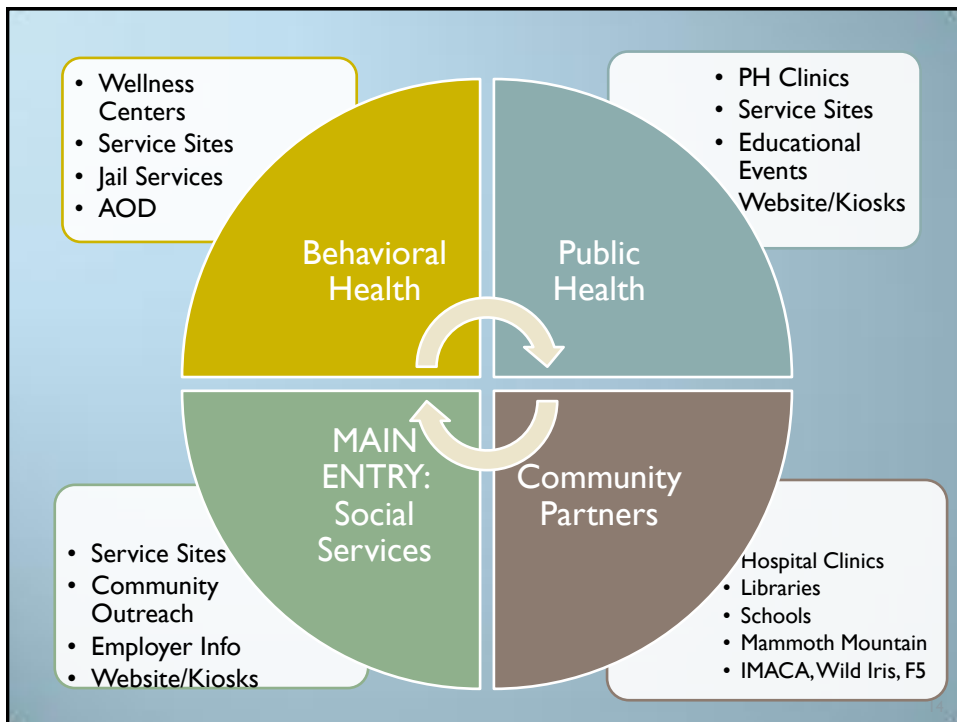


- All doors lead to coverage
- Enrollment in all available programs (horizontal integration)
- Coordinated services
 - Example: CalFresh
 - Referrals to:
 - Behavioral Health,
 - Public Health,
 - Partner Organizations

Expectations for HHS departments

- Learn a new way of doing business and a new language
- Enroll customers into all assistance programs for which they are eligible, such as CalWORKs, CalFresh, Medi-Cal, & Subsidies (process known as horizontal integration)
- Resource Hubs to ensure our customers get first-class, timely assistance across ALL of HHS programs:
 - Facilitated Hand Off between offices (no wrong door)
 - Promote “whole-person” wellness
- Be prepared to respond quickly to new and changing rules
- Maintain on-going communication regarding enrollment assistance, common questions, successes and challenges

13



Outreach Strategies

- Help people understand new health coverage options and responsibilities
- Work with clinics, hospital, schools, business owners
- Involve community groups, faith-based organizations
- Language- and culture-appropriate outreach

15


Key Challenges

- Late start by State on key decisions
- Funding just now coming through to counties
- Still awaiting rules from state & federal government
- Delayed automation
- Complex initiative – many moving parts


16

Implementation Tasks	Costs
Hiring New Staff Social Services: Eligibility Worker, Staff Services Analyst	\$83,764 Total \$ 7,120 General Fund
Hiring New Staff Behavioral Health: Psych II, Psych I/Quality Assurance	\$197,458 \$0 General Fund
Training staff	
Prepping facilities and technology	
Implement policy and business process changes	
Respond to unfolding information and short timeframes	

Our Vision



Public Health
Social Services
Behavioral Health



Building a stronger community!

Mono County Health and Human Service Departments will provide first class customer service to individuals seeking help under the ACA, and will enhance local agency culture to effectively promote health care coverage, whole person wellness, and access to vital human services for all who are eligible.

18

Detailed Information on the ACA

- County of Mono Website:
www.monocounty.ca.gov/social-services
- Covered California: www.coveredca.com
 - Cost Calculator www.coveredca.com/calculating_the_cost.html
- Health Care website: www.healthcare.gov
- Healthcare and You:
www.whitehouse.gov/healthreform/relief-for-americans-and-businesses



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 13, 2013	DEPARTMENT	Probation
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	5 minutes	PERSONS APPEARING BEFORE THE BOARD	Karin Humiston
SUBJECT	Approval of Memorandum of Understanding with Division of Juvenile Justice		

AGENDA DESCRIPTION:

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

Proposed resolution approving a Memorandum of Understanding with the California Department of Corrections and Rehabilitation (CDCR) Division of Juvenile Justice (FY 2013-14).

RECOMMENDED ACTION:

Adopt proposed resolution #R13-____, approving a Memorandum of Understanding with the CDCR Division of Juvenile Justice for FY 2013-14. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Karin Humiston

PHONE/EMAIL: 760-932-5772 / khumiston@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:

Karin Humiston

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [STAFF REPORT](#)
- [Juvenile Justice Resolution](#)
- [Contract](#)

History

Time	Who	Approval
7/25/2013 1:16 PM	County Administrative Office	Yes
7/30/2013 6:04 PM	County Counsel	Yes
7/31/2013 1:35 PM	Finance	Yes



Board of State and Community Corrections
600 Bercut Drive, Sacramento, CA 95811

916.445.5073 PHONE
916.327.3317 FAX

bscc.ca.gov

GOVERNOR **Edmund G. Brown Jr.**
EXECUTIVE OFFICER (A) **Curtis J. Hill**

June 20, 2013

Karin Humiston
Chief Probation Officer
Mono County
P.O. Box 596
Bridgeport, CA 93517

SUBJECT: Approval of Application for a Substantive Plan Modification for the Juvenile Justice Crime Prevention Act (JJCPA) for the Fiscal Year 2013-14

Dear Chief Humiston:

I am pleased to inform you that the Board of State and Community Corrections (BSCC) has approved Mono County's FY 2013-14 Application for a Substantive Plan Modification of its JJCPA Program. This approval is contingent upon the receipt of a Resolution by the Mono County Board of Supervisors. The **estimated** allocation for FY 2013-14 is \$ **37,855**. The actual allocation will be determined by the California Department of Finance after the California State Budget covering FY 2013-14 is enacted.

Please distribute copies of this letter to pertinent parties according to the needs and directives of your county, such as members of the Board of Supervisors or the Auditor/Controller.

Please feel free to contact me should you have any questions or need of technical assistance at (916) 324-0999 or Kimberly.Bushard@bscc.ca.gov.

Sincerely,

Kimberly Bushard, Field Representative
Corrections Planning and Programs Division

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2
3 **RESOLUTION NO. R13-_____**
4 **BOARD OF SUPERVISORS, COUNTY OF MONO,**
5 **APPROVING A MEMORANDUM OF UNDERSTANDING WITH**
6 **THE CDCR DIVISION OF JUVENILE JUSTICE (FY 2013-14)**

7 **WHEREAS**, the Board of Supervisors authorizes the County's Chief Probation Officer
8 to submit and/or to sign the proposed California Department of Corrections and
9 Rehabilitation (CDCR) the Memorandum of Understanding (MOU) and the Standard
10 Agreement with CDCR to which the MOU is attached; and

11 **WHEREAS**, the Board assures that the County's Department of Probation has
12 reviewed and approves the Memorandum of Understanding; and

13 **WHEREAS**, the Board assures that the County of Mono will adhere to the
14 requirements of the Memorandum of Understanding.

15 **NOW, THEREFORE, BE IT RESOLVED** that the Mono County Board of Supervisors
16 does hereby approve entry into the CDCR Memorandum of Understanding for Fiscal year 13-
17 14 and the Standard Agreement with CDCR to which that Memorandum is attached.
18

19 **PASSED, APPROVED, AND ADOPTED** this 6th day of August, 2013, by the following
20 vote of the Board of Supervisors, County of Mono:

21 **AYES** :
22 **NOES** :
23 **ABSENT** :
24 **ABSTAIN** :

25 _____
26 **BYNG HUNT, CHAIRMAN**
27 **BOARD OF SUPERVISORS**
28 **COUNTY OF MONO**

26 **ATTEST:**

26 **APPROVED AS TO FORM:**

27
28 _____
28 **LYNDA ROBERTS**
CLERK OF THE BOARD

27
28 _____
28 **MARSHALL RUDOLPH**
COUNTY COUNSEL

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

AGREEMENT NUMBER 5600003817
REGISTRATION NUMBER

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

STATE AGENCY'S NAME California Department of Corrections and Rehabilitation
CONTRACTOR'S NAME County of Mono
- The term of this Agreement is: **Upon Approval** through **6/30/2015**
- The maximum amount of this Agreement is: **\$ (0.00)**
Zero Dollars and Zero Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Memorandum of Understanding	3 pages
Exhibit B – CDCR Special Terms and Conditions for Public Entity Agreement	13 pages
Exhibit C* – General Terms and Conditions	GTC-610
Exhibit D – Business Associates Agreement - HIPAA	15 pages

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Mono		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Karin Humiston, Chief Probation Officer		
ADDRESS PO Box 596 Bridgeport, CA 93517		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Corrections and Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Terri Gibson, Manager, Headquarters' Contract Unit #3		
ADDRESS 9838 Old Placerville Road, Suite B , Sacramento, CA 95827		

Exempt per:

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.

The County shall provide and pay for any and all ancillary medical services, including, but not limited to Dental, Optical, Non-emergency surgical and special consultation services. In the event that

emergency medical treatment or emergency mental health treatment is deemed necessary by the DJJ medical staff for any County juveniles (s) housed in custody under this agreement the treatment shall be performed in a facility designated by DJJ medical staff at the expense of the County. The County shall be responsible for reimbursement of transportation costs incurred in acquisition of treatment. Service providers shall directly invoice the County for the cost of treatment.

III. 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 acceptance of any case upon 24 hour written notice in advance of any transfer.

IV. PROJECT REPRESENTATIVES AND CONTACT INFORMATION

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

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; 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.

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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Travel

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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:

27. Blood borne Pathogens

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

28. 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 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. 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).

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

Temporary Custody

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.
- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

ARTICLE 2 CONFIDENTIALITY

2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
- (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
- (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a

brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.
- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this

Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

ARTICLE 3 SECURITY

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;

- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

**ARTICLE 4
EXCHANGE OF STANDARD TRANSMISSIONS**

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, 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.

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.

- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall

not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

**ARTICLE 5
MISCELLANEOUS**

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photo copy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of

Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

Karen Humiston
Chief Probation Officer
County of Mono
PO Box 596
Bridgeport, CA 93517

Telephone: (760) 932-5570
Facsimile: (760) 932-5571

Covered Entity:

California Department of Corrections and Rehabilitation
Privacy Officer
HIPAA Compliance Unit
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001

Telephone: (916) 327-1842
Facsimile: (916) 327-0545



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 13, 2013	DEPARTMENT	Public Works - Solid Waste Division
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes	PERSONS APPEARING BEFORE THE BOARD	Tony Dublino, Jim Leddy
SUBJECT	Formation of a Solid Waste Advisory Group		

AGENDA DESCRIPTION:

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

Presentation by Tony Dublino and Jim Leddy regarding update on Solid Waste issue and the possible formation of a Solid Waste Advisory Group.

RECOMMENDED ACTION:

Recieve presentation and provide any desired direction to staff.

FISCAL IMPACT:

Any potential Group would be staffed with existing County and Town resources.

LUNCH

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

CONTACT NAME: 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 Regional Approach](#)

[📄 T/C Liaison Committee STaff Report](#)

History

Time	Who	Approval
8/6/2013 3:01 PM	County Administrative Office	Yes
8/2/2013 4:54 PM	County Counsel	Yes
8/7/2013 2:26 PM	Finance	Yes



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

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
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Date: August 13, 2013
To: Honorable Board of Supervisors
From: Tony Dublino, Jim Leddy
Subject: Formation of Solid Waste Advisory Group

Recommended Action:

Receive presentation and provide any direction to staff.

Fiscal Impact:

None, informational only.

Discussion:

In recent weeks there have been numerous meetings between various local agencies regarding the potential for a regional approach to Solid Waste policy and planning. These meetings have included representatives from the Town of Mammoth Lakes, Inyo County, and other stakeholders including the County.

On July 11th, the Town/County Liaison Committee discussed some of these concepts, including a regional approach to solid waste issues. A Town/County Staff Report was prepared for that meeting (attached) and distributed to the group. This report was the staffs' first effort to assemble all of the various issues facing each jurisdiction as well as the long/short term and regional challenges associated with responsibly addressing solid waste issues.

The long term solution to solid waste issues will require public participation throughout the county. Part of the staff report was a recommendation to strengthen a robust public process among the agencies.

An enhanced public process would provide ample opportunities for the public and all jurisdictional governing Boards the time to examine all of the issues, the costs and the options. In order to facilitate this dialogue, the staff report recommended the respective agencies form an advisory panel which would host the policy-level discussions necessary to fully address all of the issues. For purposes of discussion the Staff report recommended this group would be composed of elected representatives from the Town of Mammoth Lakes and Mono County, with support staff assigned from both agencies.

It was further proposed the group meet monthly, direct staff to conduct necessary research to identify and analyze all solid waste issues, costs, jurisdictional goals (i.e. diversion, cost

reduction and long term sustainability) as well as potential benefits to the respective organizations. If mutually beneficial and feasible policies are identified, those policies will be brought to the respective elected bodies for review and potential approval.

Currently there is a technical advisory body, the Solid Waste Task Force which used to include elected officials, but no longer does. In the absence of policy-level representatives, and given the enormity of the issues before the Town and County, the current configurations of the Solid Waste Task Force may not be the appropriate forum for these policy-level discussions. Therefore, it is recommended that the Solid Waste Task Force continues to be the group responsible for the review and update to the County's Integrated Waste Management Plan as a technical advisory body for the inter-jurisdictional body.

If you have any questions regarding this item, please contact me at 932-5453.

Respectfully submitted,



Tony Dublino
Solid Waste Superintendent

STAFF REPORT TO THE MONO COUNTY / TOWN OF MAMMOTH LAKES LIAISON COMMITTEE
July 11, 2013, 1:00-2:30pm – Town / County Conference Room in the Minaret Mall
Administrative Offices

Prepared jointly by: Ray Jarvis, Mammoth Lakes Public Works Director
Johnny Goetz, Mammoth Lakes Assistant Building Official
Tony Dublino, Mono County Solid Waste Superintendent

Reviewed and approved by: Marianna Marysheva-Martinez, Mammoth Lakes Town Manager
Jim Leddy, Mono County Administrator

Executive Summary

This report provided information on the Town's and County's respective solid waste management / diversion efforts, and seeks the Liaison Committee's direction on **regionalizing the Town's / County's efforts**, including the following:

1. Parcel fee agreement: Move towards a longer-term agreement, perhaps for 2-3 years – as opposed to the current annual agreement - until closure date of the Benton Crossing Landfill is determined. Then approve a long-term parcel fee agreement based on the costs to close and for post-closure monitoring.
2. Seek guidance from CalRecycle on the regional concept, including such elements as: (a) Benton Crossing Landfill Closure date and planning; (b) transporting waste elsewhere; (c) other efforts to meet the waste diversion requirements; and (d) MRF as a possible element of the plan.
 - a. Send a joint letter to CalRecycle.
 - b. Invite CalRecycle to participate in the next liaison committee meeting, and the next Solid Waste Task Force meeting.
3. Conduct a public information / engagement process, through the Solid Waste Task Force, regarding the proposed Waste Management Diversion Plan; engage CalRecycle in the process.
4. Consider forming a Regional Joint Powers Authority (JPA): Work towards a regional JPA, to include Mono County and the Town, using Inyo's regional JPA as an example, and following the goal of regionalization already existing in the County's 2000 Countywide Integrated Waste Management Plan, developed jointly by the members of the Solid Waste Task Force that is still in existence. This would be done at the recommendation of the Solid Waste Task Force, following the public process referenced above.
5. Develop a regional Waste Management / Diversion Plan: Use Inyo County's regional waste management / diversion plan as an example. This would be done at the recommendation of the Solid Waste Task Force, following the public process referenced above. Seek CalRecycle's guidance throughout.

A) Parcel Fee Status

The parcel fee collected within the Town currently generates approximately \$480,000 annually to fund the County's Benton Crossing Landfill. The Town and the County signed the parcel fee agreement for Fiscal Year 2013-14. The signature of the FY 13/14 agreement provides a year to determine an approach for the parcel fee in the future. The County's primary goal is to ensure adequate funding for the closure and postclosure maintenance of Benton Crossing Landfill (BCLF). At this time, the County has identified at least two ways this can be accomplished: by a long-term agreement that establishes a termination date based on certain parameters or through a flow agreement establishing that the Town's waste will continue to be deposited in the BCLF until closure. Once the County (in consultation with the Town) determines when it is appropriate to close BCLF, a long-term fee arrangement will be recommended by staff to the Liaison Committee and later to the County's and Town's respective elected boards.

The estimated closure cost of BCLF is \$4.3 million. Of that, \$1.9 million is currently in a restricted account, which leaves a funding shortfall of \$2.4 million. Should BCLF remain open until 2023, that amount would be collected incrementally over the course of the next 10 years at a rate of approximately \$250k per year. This would necessitate a long-term continuation of the parcel fee, to continue funding operations of the landfill until closure, and help cover closure and post-closure costs.

The County is identifying ways that it can make BCLF gate fees competitive with other existing options. If this proves possible, the primary incentive for the Town to utilize other disposal options would theoretically be removed (The Town could still develop a revenue-generating Transfer Station and MRF if it so desired).

B) Regional Waste Management Concept

Staff recommends that the Town's and County's respective solid waste management / diversion efforts be pursued through a regional partnership. It could be structured similar to other JPAs we already have in place, such as for ESTA. Inyo County and Bishop are in a JPA that we could use as an example. A JPA would establish a regional (County's / Town's) waste management / diversion plan, would work with CalRecycle on meeting our regional waste diversion requirements through that plan, and collectively would determine – with CalRecycle's guidance – which elements are most appropriate to include in the plan, including the landfill closure, transporting waste to other locations, and building a Materials Recovery Facility (MRF).

The regional concept to solid waste is nothing new. As a matter of fact, it was clearly identified as a goal in the County's 2000 Countywide Integrated Waste Management Plan, developed jointly by the members of the Solid Waste Task Force that is still in existence.

“Implement programs and policies identified in this element as a cooperative effort between the Town of Mammoth Lakes, the County of Mono, and private industry. New source reduction, recycling, composting, and special waste programs shall be coordinated or implemented on a multi-jurisdictional basis to the greatest extent feasible in order to ensure the least cost to ratepayers, to

improve the potential for effective programs, and to avoid unnecessary duplication of programs, efforts, and administration.”

With the regional standpoint in mind, staff recommends the following:

1. Seek guidance from CalRecycle: Staff recommends that a joint letter be sent to CalRecycle, from the Town and the County, to seek their guidance on: (a) the regional concept and the regional Waste Management / Diversion Plan; (b) Benton Crossing Landfill Closure date and planning; (c) transporting waste elsewhere; (d) other efforts to meet the waste diversion requirements and (e) MRF as a possible element of the plan.

We recommend **that CalRecycle be invited to the next Liaison Committee meeting**, to discuss with the Committee the above elements, and assist us in formulating an effective regional waste diversion plan (For example, the County is currently exploring ways to dramatically increase diversion of C&D material at Benton Crossing Landfill, without increasing gate fees. It is anticipated that this summer, the Solid Waste Enterprise Fund (SWEF) will fund a concrete and aggregate crusher to process, and re-use approximately 50% of the TOML’s C&D waste stream. The County believes this represents at least represents a good faith interim measure, and may represent a viable long-term solution for C&D diversion).

The Town and the County began discussions with Inyo County regarding: (a) their use of a regional MRF if such is built; and (b) the Town’s and South County transporting waste to Inyo’s landfill following closure of Benton Crossing Landfill. **See a related letter from Inyo County attached.**

Until a regional plan is developed and approved by CalRecycle, and the Town’s and County’s respective Boards after effective public engagement, **we recommend that the MRF planning be placed on hold.** (Note: Currently the Town and Mammoth Disposal are engaging in preliminary discussions related to a new franchise agreement, which would include Mammoth Disposal purchasing the Mammoth Firewood lot and building the MRF. The current franchise agreement also includes a provision for a rate increase to pay for the land purchase. The rate increase went into effect in 2008, and the money is currently being collected from the Town’s ratepayers and kept in a trust.)

2. Conduct a public information / engagement process regarding the proposed Waste Management Diversion Plan:
 - a. Charge the existing Solid Waste Task Force to be the lead on this public process. Ensure that the task force adequately represents the Town, the County and any other partners, such as the Water District. **Members of the Board of Supervisors and the Town Council, as well as the Water District and other entities, should be on the task force for this purpose.**
 - b. The Task Force would engage CalRecycle in the process.
 - c. The Solid Waste Task Force would exist to engage public and review options to manage the regional Solid Waste issues and goals. The Task Force would host monthly meetings

and help drive the public dialogue and policy discussion. During these public meetings, staff and CalRecycle would detail the issues surrounding the long term sustainability, challenges and possible solutions to the solid waste matter as well as collect community concerns for consideration. **The Task Force would develop a policy recommendation (or a Master Operations Agreement) including costs. This MOA would then be heard by both jurisdictions for potential concurrence.**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 13, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	4 hours	PERSONS APPEARING BEFORE THE BOARD	Leslie Chapman, Finance Director, Jim Leddy, CAO, Department heads and fiscal staff
SUBJECT	Budget Workshop		

AGENDA DESCRIPTION:

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

Presentation by Jim Leddy and Leslie Chapman with subsequent discussion regarding budget status to date, along with input from departments and opportunity for the Board to ask questions, consider alternatives and provide input for development of the 2013-2014 final budget. Budget workshop documents can be accessed online:

<http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None at this time.

ADJOURNMENT

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5494 / 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
8/8/2013 7:54 AM	County Administrative Office	Yes
8/6/2013 2:54 PM	County Counsel	Yes
8/6/2013 1:07 PM	Finance	Yes



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REGULAR AGENDA REQUEST

Print

MEETING DATE	August 14, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS	County Administrator's Office		
TIME REQUIRED	2 hours	PERSONS APPEARING BEFORE THE BOARD	Leslie Chapman, Jim Leddy, Department Heads and fiscal staff
SUBJECT	Continuation of Budget Workshop		

AGENDA DESCRIPTION:

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

Presentation by Leslie Chapman, Jim Leddy, Department Heads and fiscal staff regarding the continuation of August 13 budget workshop with the Board to provide information, consider budget options and get Board direction in anticipation of finalizing the 2013-2014 County Budget. Budget workshop documents can be accessed online:

<http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None at this time.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5494 / lchapman@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
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THE COUNTY ADMINISTRATOR
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32 DAYS PRECEDING THE BOARD MEETING

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History

Time	Who	Approval
8/7/2013 1:47 PM	County Administrative Office	Yes
8/7/2013 3:05 PM	County Counsel	Yes
8/7/2013 3:30 PM	Finance	Yes



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OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 14, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	2 hours	PERSONS APPEARING BEFORE THE BOARD	Leslie Chapman, Finance Director
SUBJECT	Property Tax Administration Fees Workshop and Comment Period		

AGENDA DESCRIPTION:

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

Presentation by Leslie Chapman regarding Mono County Policy pertaining to Annual Reporting of Property Tax Administration Fees, and subsequent public comment period.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None at this time, but possible FY13-14 budget impacts.

LUNCH

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

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5434 / lchapman@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
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History	Time	Who	Approval
	8/7/2013 3:23 PM	County Administrative Office	Yes
	8/7/2013 3:05 PM	County Counsel	Yes
	8/7/2013 3:35 PM	Finance	Yes



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REGULAR AGENDA REQUEST

Print

MEETING DATE	August 14, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS	County Administrator's Office		
TIME REQUIRED	2 hours	PERSONS APPEARING BEFORE THE BOARD	Leslie Chapman, Jim Leddy, Department Heads and fiscal staff
SUBJECT	Continuation of Budget Workshop		

AGENDA DESCRIPTION:

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

Presentation by Leslie Chapman, Jim Leddy, Department Heads and fiscal staff regarding the continuation of August 13 budget workshop with the Board to provide information, consider budget options and get Board direction in anticipation of finalizing the 2013-2014 County Budget. Budget workshop documents can be accessed online:

<http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None at this time.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5494 / lchapman@mono.ca.gov

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THE COUNTY ADMINISTRATOR
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32 DAYS PRECEDING THE BOARD MEETING

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MINUTE ORDER REQUESTED:

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ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
8/7/2013 1:47 PM	County Administrative Office	Yes
8/7/2013 3:05 PM	County Counsel	Yes
8/7/2013 3:30 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	August 15, 2013	DEPARTMENT	Finance
ADDITIONAL DEPARTMENTS	County Administrator's Office		
TIME REQUIRED	2 hours	PERSONS APPEARING BEFORE THE BOARD	Leslie Chapman, Jim Leddy, Department Heads and fiscal staff
SUBJECT	Continuation of Budget Workshop		

AGENDA DESCRIPTION:

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

Presentation by Leslie Chapman, Jim Leddy, Department Heads and fiscal staff regarding the continuation of August 13 budget workshop with the Board to provide information, consider budget options and get Board direction in anticipation of finalizing the 2013-2014 County Budget. Budget workshop documents can be accessed online:

<http://monocounty.ca.gov/auditor/page/auditor-controller-budgets>

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None at this time.

CONTACT NAME: Leslie Chapman

PHONE/EMAIL: 760-932-5494 / lchapman@mono.ca.gov

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THE COUNTY ADMINISTRATOR
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32 DAYS PRECEDING THE BOARD MEETING

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History

Time	Who	Approval
8/7/2013 1:47 PM	County Administrative Office	Yes
8/7/2013 3:05 PM	County Counsel	Yes
8/7/2013 3:30 PM	Finance	Yes