



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting June 9, 2015

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

and number of persons wishing to address the Board.)

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on May 19, 2015.

B. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Special Meeting held on May 22, 2015.

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

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

A. Sheriff MGMT Association MOU

Departments: CAO, County Counsel

Proposed resolution adopting and approving a memorandum of understanding between the County and the Mono County Sheriff's Management Association.

Recommended Action: Adopt proposed resolution #R15-_____, approving a memorandum of understanding between the County and the Mono County Sheriff's Management Association. Provide any desired direction to staff.

Fiscal Impact:

The cost for this MOU is \$110,728.75 for the remainder of this calendar year. Consisting of \$71,470 for salary, \$19,997 for PERS, and \$19,261.72 for benefits. This will result in a net savings from the current salary and benefits of \$8,193.16. The cost for the 2016 calendar year is \$198,501.69. Consisting of \$122,520 for salary, \$32,677.26 for PERS and \$43,304.42 for benefits. This will result in a net savings from the current salary and benefits of \$12,206.76.

B. Request to Hire a Registered Environmental Health Specialist (REHS) at or Above the 74C Salary Step

Departments: Health

The Health Department is requesting Board approval to hire of an REHS, at or above the 74C salary step, for an exceptionally qualified candidate that recently interviewed for our currently vacant CUPA program position.

Recommended Action: Approve the hire of an REHS, at or above the 74C salary step, to fill a Health Dept. vacancy in the CUPA program.

Fiscal Impact: The maximum fiscal impact (74E) for a full year is \$126,171 including \$74,832 in salary, \$16,869 in PERS costs and \$34,470 in benefits. The cost for the remainder of the current fiscal year is \$10,361 with 6,236 in salary, 1,338 in PERS costs and \$2,787 in benefits. This position is included in the public health budget and has no impact on the general fund.

C. Resolution for Road Closure for the Town of Mammoth Lakes 4th of July Celebration

Departments: Board of Supervisors, Public Works

A Resolution of the Mono County Board of Supervisors authorizing the temporary closure of county roads for the town of Mammoth Lakes Fourth of July Fireworks Celebration. This item is being requested by Supervisor Stump.

Recommended Action: Approve Resolution #R15-_____, authorizing the temporary closure of county roads for the town of Mammoth Lakes Fourth of July Fireworks Celebration.

Fiscal Impact: None.

D. Adult Drug Court Grant

Departments: Probation

Mono County Probation Department seeking Adult Drug Court Discretionary Grant.

Recommended Action: Approval for the Mono County Probation Department to seek grant funds of \$350,000 for 36 months for the Adult Drug Court Discretionary Grant.

Fiscal Impact: Revenue to the Probation Department of \$350,000 and Expenditures of \$350,000 for Adult Drug Court Discretionary Grant Program.

E. Wheeler Crest Design Review Committee Appointments

Departments: Community Development Department

Wheeler Crest Design Review Committee appointments.

Recommended Action: Reappoint five existing members (Judy Beard, Allison Jensen, Carol Searles, Bill Goodman, and Mike Day) and appoint two new members (Tom Hopkins and Cheryl Hodges) to the Wheeler Crest Design Review Committee for specified terms, as recommended by Supervisor Stump and set forth in the Staff

Report.

Fiscal Impact: None.

F. Long Valley Regional Planning Advisory Committee Appointments

Departments: Community Development Department

Appointment of Long Valley Regional Planning Advisory Committee Members.

Recommended Action: Consider re- appointment of four members, Hank Brown, Lee Scotese, Ron Day, and Haislip Hayes and two new appointments, Laura Beardsley and Vickie Taton to the Long Valley Regional Planning Advisory Committee as recommended by Supervisor Stump.

Fiscal Impact: None.

G. Reappointment of Members to CSA #5

Departments: Clerk of the Board

Reappointment of County Service Area #5 Board Members.

Recommended Action: Approve the reappointment of four community members (Steve Noble, Helen Nunn, Marlys Harper, and Benny Romero) to serve on the Board of CSA #5. Helen Nunn and Marlys Harper's terms are to expire December 31, 2016. Steve Noble and Benny Romero's terms are to expire December 31, 2018. This item is sponsored by Supervisor Fesko.

Fiscal Impact: None.

H. Performance Contract with Department of Health Care Services

Departments: Behavioral Health

Proposed contract between Mono County Behavioral Health and the California State Department of Health Care Services pertaining to Performance Contract for fiscal year 2015-2016.

Recommended Action: Approve and authorize the Director of Behavioral Health to sign 2015-16 Performance Contract with the State of California/Department of Healthcare Services and associated Contractor Certification Clauses. Provide any desired direction to staff.

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

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. North Coast Counties Marijuana Policy Statement

Departments: Clerk of the Board

Correspondence dated May 26, 2015 received from the North Coast Counties with regard to the summit held to discuss the potential economic, environmental, and regulatory impacts of legalized adult use cannabis.

Recommended Action: None. Informational only.

9. REGULAR AGENDA - MORNING

A. CA Fish and Game Commission Meeting

Departments: Board of Supervisors

10 minutes (5 minute presentation; 5 minute discussion)

(Supervisor Corless) - Discuss presenting comments during the upcoming CA Fish and Game Commission in Mammoth Lakes regarding items of concern to the county including fish stocking and bobcat trapping. This item was requested by Supervisor Corless.

Recommended Action: Approve sending a member of the Board of Supervisors or a Mono County representative to attend the upcoming meeting and to make comments in support of Mono County's position.

Fiscal Impact: None.

B. Proposed Ordinance Regarding Hwy 108 Truck Restriction

Departments: CAO, County Counsel

10 minutes (5 minute presentation; 5 minute discussion)

(John-Carl Vallejo) - Proposed ordinance of the Mono County Board of Supervisors recommending the prohibition of vehicles and combination vehicles with an overall length greater than 30 feet king pin to rear axle from accessing an easterly segment of State Route 108.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance #ORD15-_____, recommending the prohibition of vehicles and combination vehicles with an overall length greater than 30 feet king pin to rear axle from accessing an easterly segment of State Route 108. Provide any desired direction to staff.

Fiscal Impact: None.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6.

Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, and Lynda Salcido. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. Closed Session - Conference With Legal Counsel

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

C. Closed Session - Conference with Legal Counsel

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

D. Closed Session - Public Employment

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

E. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager.

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REGULAR AGENDA AFTERNOON- NONE

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on May 19, 2015.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Draft Minutes 05-19-2015](#)

History

Time	Who	Approval
5/27/2015 1:42 PM	County Administrative Office	Yes
5/29/2015 10:19 AM	County Counsel	Yes
5/28/2015 5:10 PM	Finance	Yes



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

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

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

**Regular Meeting
May 19, 2015**

Flash Drive	ON PORTABLE RECORDER
Minute Orders	M15-115 to M15-123
Resolutions	R15-33 to R15-35
Ordinance	ORD15-05 not used

9:02 AM Meeting called to Order for Chairman Fesko

*Supervisors present: Alpers, Corless, Fesko, Johnston and Stump.
Supervisors absent: None.*

*Break: 10:22 a.m.
Reconvene: 10:34 a.m.
Closed Session/Lunch: 12:01 p.m.
Adjourn: 2:51 p.m.*

Pledge of Allegiance led by Supervisor Corless.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on May 5, 2015.

Stump moved; Alpers seconded

Vote: 5 yes; 0 no

Note

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

M15-115

B. Board Minutes

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on May 12, 2015, as corrected.

Alpers moved; Corless seconded

Vote: 5 yes; 0 no

M15-116

Supervisor Alpers:

- On page 16 of draft minutes, item 13b, the second bullet point should read "... again, offering same candidates for appointment".

Supervisor Corless:

- On page 16 of draft minutes, her bullet point should read "She agrees" rather than "He agrees".

3. RECOGNITIONS

A. Recognition of County Employees

Departments: Board of Supervisors

Present Certificates of Appreciation to Stacey Simon, Nick Criss, Courtney Weiche, Brent Calloway, Greg Newbry, and Gerry LeFrancois recognizing their efforts on behalf of Mono County in regards to the Sage Grouse listing. Certificates were already previously presented and/or sent to Dr. Paulus and Wendy Sugimura.

Action: None. Certificates have already been approved. This item is to make presentation of certificates to Mammoth Lakes' employees in attendance.

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- 5/13 - Presentation of Conway Ranch Management Plan at the LVCC. - Presentation required annually as per the Conservation Easement. Thanks to both Tony and Marshall. Tony Dublino was the Master of Ceremony and did a terrific job. Marshall kept order. Those attending the meeting were very satisfied with the direction of the Plan. Copies of the Plan are online or available through the Board Clerk.
- 5/13 - Attended the MBRPAC held at the LVCC - Joe Blommer of Caltrans updated on the Rockfall Project. The signal lights will be speeded up moving from a 25mph calibration to 35mph. Traffic has been moving faster and safely prompting this change. Jim Leddy reviewed the County Strategic Planning effort and accepted ideas/projects from the RPAC/public. Basically, the projects reflected in the Area Plan were submitted.
- 5/15 - Attended the ESTA Board meeting held in Mammoth Lakes Suite Z - Two agreements were approved for this summer's Reds Meadow Shuttle service: 1) Special Use Permit with USFS...this type of agreement which has been used since 2012 is beneficial for ESTA as it allows greater flexibility with the use of funds from the Reds Meadow Shuttle. 2) Ticket Sales Agreement with MMSAS which allows MMSA to sell Reds Shuttle tickets from their venues (results in enhanced customer service).
- Bi-Annual review of ESTA's services was approved for services to be operated through September. Basically, similar services as same time period last year. Includes an additional round-trip on the Mammoth Express route between Bishop and Mammoth for an 8am-5pm job.
- Amendments to the FY2014/15 budget were approved related to: 1) Decreased service

Note

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for the MMSA routes due to the winter drought. 2) Increased service for the Reds Meadow Shuttle due to the early start of the service this summer (will start Memorial Day weekend). 3) Extension of 2 Federal grants that help fund the Mammoth Express and Lone Pine Express routes.

- Had more discussion regarding unfilled Mono County seat on ESTA Board. He reported that things would work in the short term with only one representative, however there would be more discussion with the MCBOS and Mono County Counsel regarding an alternate and/or filling the seat in some manner. Subsequently discussed the issue with Marshall Rudolph who indicated that according to current ESTA bylaws, only an elected official could fill a seat on the Board. This means that only the DA, Sheriff or Assessor could fill the seat. Scott Burns informed him that a subcommittee of the LTC, the Social Service Transportation Advisory Committee, is made up of folks who monitor unmet transit needs. Perhaps a proposal to fill the second Mono County ESTA seat with an at-large person from this committee may make sense to the entire ESTA Board.
- 5/18 - Attended the SCE west Mono Basin electrical line field trip organized by SCE. Deborah Hess and 3 line engineers represented SCE were in attendance along with Bartshe Miller and himself. Bartshe directed the trip to 5 incident (2 fires, 3 flareups) areas between the Brine Shrimp Plant and Lundy Canyon. SCE committed to a thorough investigation of line safety issues in the Basin.

Supervisor Corless:

- 5/13—Mono Basin RPAC and Conway Ranch annual meeting
- 5/13, Town of Mammoth Lakes Planning/economic development commission held a joint workshop with Town Council about Digital 395—this great discussion included Nate Greenberg, along with Brandon Shults of Inyo County and Michael Ort of Praxis, talking about what Mammoth can do to leverage D395 and how Mono County can take a regional approach.
- 5/14—She was invited by Robin Roberts to listen in on a Behavioral Health program audit. In the hour she was there, she was impressed by all the Behavioral Health Department is able to do, the challenges and changes they are able to quickly respond to with a small staff and rural setting. Danielle George and Shirley Martin clearly put great work into preparation for the audit, and she would like to recognize them.
- 5/14—Interagency Visitor Center (Eastern Sierra Visitor Center) board meeting, via phone with Alicia Vennos and Liz Grans. New signage was on the agenda, along with a report that sales are up 30% this spring due to mild weather.
- 5/15 Mammoth Lakes Friends of the Library fundraiser
- 5/16—Town of Mammoth Lakes Town Cleanup Day—the transfer station was busy and there were people picking up trash (using signature orange bags) all over town.
- Strategic Planning--Prep for 5/22: She is looking forward to this session and has enjoyed working with Beth Conley and LaRee Kiely, as well as Megan Mahaffey and Sarah Messerlian to plan the session. Board members have to do homework (as directed in the meeting packet) to prepare for this, and come into the meetings with an open mind. The preparation for Friday needs to focus on finding the themes among the 150ish projects currently listed in the planning document, match those themes to the strategic directions and set priorities accordingly. Additionally, there's a great article by Beth about dynamic organizations, which is what Mono County wants to be. On Friday, the Board will be rolling up their sleeves and working with staff members during the workshop, so she hopes department heads can attend.
- George Shirk—goodbye and thank you! George is retiring from the newspaper business—at least in Mammoth—this week. She appreciates his detailed coverage, and all the good journalism coaching he's given her over the years (She always asks herself, 'what's the story?'). George will be missed.

Supervisor Fesko:

- Moving forward with dedication of Mountain Gate Park on Saturday the 23rd from 11am to 2pm. The Park is looking good. Trophy and tagged fish are being planted tomorrow for the Size Doesn't Matter Derby held by the Chamber of Commerce.

Note

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Supervisor Johnston:

- As described by Supervisor Corless, the Town had the annual Town Cleanup Day.
- Attended the Great Basin Unified Air Pollution Control District meeting in Bridgeport. The APCD adopted the "SB 270 Budget" and the local "District Budget". Work is continuing on the Keeler Dunes dust control project and the Owens Dry Lake dust mitigation including a new tillage Best Available Control Measure.
- The CSAC Legislative meeting will be held next week and all Supervisors are invited to attend.

Supervisor Stump:

- 5-13 & 5-14 Worked on Chalfant EMT issue. Identified funding source to pay for an EMT class in Chalfant.
- 5-15 Inspected progress at Chalfant Park - Grass growth is slower than expected probably due to the cool weather. Thank you to all Public Works staff who worked on the park.
- 5-18 Attended Great Basin AQMD meeting in Bridgeport - Adopted 15/16 budget - Purchasing 2 solar powered portable air monitors that can monitor wood smoke (PM 2.5) as well as dust (PM 10).
- Some comments on next year's county budget challenges. H is quite concerned, next year's budget looks like duplicate of this year's. Includes \$500-\$600k state cut to roads, may need *emergency item to support SB321 to even out the loss*. Potential \$300k cut instead. May need to look for money from Sheriff's Department, as additional PERS payments are going to be required as part of unfunded liabilities. The County needs to be aggressive, or it will have no money for Conway Ranch, quads, etc. (Johnston: expand on these issues during budget review item).

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Lynda Salcido:

- Happy to step in as interim CAO, and will speak later about current list of tasks.

6. DEPARTMENT/COMMISSION REPORTS

Bob Musil:

- Updates on remote streaming of Granicus. Portable encoder is needed, but is approximately \$6500-\$7500 plus \$200/month maintenance. If the Board is interested, he can get a quote.
- Update on Town of Mammoth Lakes petition for short term rentals of SFR, office has completed its verification. There are 2854 registered voters in Mammoth. Of the 1073 signatures submitted, 835 are valid, 238 are not valid. Now it is up to Town Council to decide whether to adopt or to hold special election.
 - Fesko: does Town reimburse County for time spent to verify signatures? Yes, TOML will have to reimburse if special election held.

Gaye Mueller, Fisheries Commission:

- She and Jane King went to meeting Central Sierra Association for Fish and Game Commission. 42 of 58 counties in CA have Fish and Game Commissions. She feels this will be an advocacy group. Grouping together is a way to address issues with State legislature. There is a June 10-11 Fish and Game meeting in Mammoth, and she will be attending. Some Mono County issues to be addressed are children in fishing and hunting, and fish stocking. A study found that Department of Fish and Game fish stocking has been cut 75% of the last several years, amounting to up to 295,000 pounds of fish versus 795,000 in the past. She may have found a recirculating system grant for Conway

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Ranch. (Supervisor Stump: Thank you for getting Mono County involved in this.)

7. CONSENT AGENDA

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

A. Confirmation of Drainage Easement: Silver Lake Pines Subdivision #1, June Lake

Departments: Public Works

The June Lake Streets Rehabilitation Project has made significant improvements to the June Lake Village drainage system both upstream and downstream of the drainage ditch located along privately-maintained Raymond Avenue. The ditch is currently filled in with sediment and vegetation and Public Works has engineered a solution which would replace the eastern portion of the ditch with an underground storm drain pipe, relocate it entirely within the offered right of way, and mitigate flooding along Crawford Avenue and Raymond Avenue. This item would confirm the existence of the County's drainage easement within the right-of-way for Raymond Avenue in anticipation of project implementation and affirm that Raymond Avenue itself remains a privately-maintained road.

Action: Approve and Authorize the Chairman's signature on Resolution No. 15-33 "A Resolution of the Mono County Board of Supervisors Confirming its Acceptance of a Drainage Easement within the Silver Lake Pines # 1 Subdivision in June Lake and affirming the Status of Raymond Avenue as a Privately-Maintained Road."

Corless moved; Alpers seconded

Vote: 5 yes; 0 no

R15-33

B. Mono County Fisheries Commission Appointment

Departments: Economic Development

Mono County Fisheries Commission Appointment.

Action: Appoint Ms. Sue Burak to a 4 year term on the Mono County Fisheries Commission starting May 19, 2015 and ending May 19, 2019.

Stump moved; Alpers seconded

Vote: 5 yes; 0 no

M15-117

Pulled for Discussion

Supervisor Alpers:

- Sue Burak has expertise in water and an understanding of drought, adding an important dimension to the Commission. He wanted to take this opportunity to recognize and introduce Sue.
- It's very good for Mono County to have her on the Board.

Supervisor Stump:

- He appreciates the value of her knowledge, and her background hydrologically in wet

Note

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and dry periods. Thank you for volunteering.

Sue Burak:

- She is offering her expertise on the Board because she finds it so interesting. Thank you.

C. CSA # 5 Restoration of the Courthouse Fence

Departments: Finance

Use of CSA #5 funds to contract for restoration of the Bridgeport Courthouse fence.

Action: Approve \$12,000 expenditure of CSA #5 funds for the restoration of the Bridgeport Courthouse fence.

Alpers moved; Corless seconded

Vote: 5 yes; 0 no

M15-118

D. Antelope Valley Regional Planning Advisory Committee appointment

Departments: Community Development

Appoint member to the Antelope Valley Regional Planning Advisory Committee.

Action: Appoint Elena "Ele" Espinosa to the Antelope Valley Regional Planning Advisory Committee, as recommended by Chairman Fesko.

First motion:

Johnston moved; Alpers seconded

Vote: 1 yes; 4 no.

(MOTION FAILS)

Fesko moved; Alpers seconded

Vote: 4 yes; 1 no: Johnston

M15-119

Pulled for Discussion

Supervisor Johnston:

- Moved to appoint candidate with term to end December 31, 2018 because he feels 4 year terms are appropriate.
- He has a problem with life appointments that have occurred in Antelope Valley only.
- He feels he has been waiting for 4 years already to impose term limits. This RPAC is only committee that does not have term limits and should, for consistency.
- He feels it's inappropriate for the RPAC to recommend their own new members.
- A universal application process every time an appointment is made is available.

Supervisor Fesko:

- Under the bylaws, there are no terms.
- He has no problem with further discussion about terms, but at a public meeting with RPAC. Could appoint under current bylaws with no terms but decide at later date at public meeting whether to impose term limits.
- He would support a special evening meeting in Antelope Valley in August or September for this discussion.

Supervisor Alpers:

Note

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- Sees problems with getting volunteers for these committees.
- Thinks a discussion of terms is appropriate, but with the RPAC.
- He doesn't want to interfere with the "rhythm or culture of the system, but thinks it's worthy of an agenda item to discuss.

Supervisor Stump:

- If we decide terms, can the Board go back and impose term limits on existing members?
- If an RPAC cannot nominate who they want, how else would a supervisor make a recommendation for membership without the RPAC nomination/stamp of approval?

Supervisor Corless:

- She feels a special board meeting with Antelope Valley RPAC is a good idea. She would like to look at whole issue before taking a specific action.

Marshall Rudolph:

- It is up to board whether an RPAC has terms or not.
- The RPAC serves at the Board's pleasure and can be removed at any time. The Board may also impose term limits on existing members.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Waterfowl CEQA Draft Environmental Document

Departments: Clerk of the Board

Correspondence received from the California Department of Fish and Wildlife concerning the Draft Environmental Document regarding Migratory Game Bird Hunting (Waterfowl, Coots, Moorhens) in compliance with CEQA.

Supervisor Stump:

- This does not appear to have any impact on activities in Mono County.

9. REGULAR AGENDA - MORNING

A. Mono Council for the Arts Presentation

Departments: Clerk of the Board

(Kendra Knight) - Presentation by Kendra Knight, Gallery Director of the Mono Council for the Arts, regarding the Council's recent activities. Presentation includes a slideshow of student art and the Arts in Education program.

Action: None.

Kendra Knight:

- She has applied for Amazing Vox grant that would enable this art program to be expanded to all elementary schools within Mono County.

Supervisor Stump:

- He would like to see a letter of support for these grants for the program; directed the CAO's office to write letter.

Supervisor Fesko:

- Thank you to Kendra and the Council; it is good to see so many cute (children's) smiles.

B. Solid Waste Parcel Fee Renewal for FY 15/16

Note

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Departments: Solid Waste Division of Public Works

(Tony Dublino) - A resolution of the Mono County Board of Supervisors Extending and Re-establishing the Mono County Solid Waste Fee Program for Fiscal Year 2015/2016; a resolution of the Mono County Board of Supervisors Authorizing Implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Year 2014/2015, or for Fiscal Years 2015/2016 through Fiscal Years 2020/2021.

Action: (1) Adopt Resolution #R15-34, a resolution of the Mono County Board of Supervisors Extending and Re-establishing the Mono County Solid Waste Fee Program for Fiscal Year 2015/2016; (2) adopt Resolution #R15-35, a resolution of the Mono County Board of Supervisors Authorizing Implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for Fiscal Year 2014/2015, or for Fiscal Years 2015/2016 through Fiscal Years 2020/2021.

Provide any desired direction to staff.

Corless moved; Stump seconded

Vote: 5 yes; 0 no

R15-34

Corless moved; Stump seconded

Vote: 5 yes; 0 no

R15-35

Tony Dublino:

- He is looking at a renewal of what the County did last year. It reduced the cost to schools, extended the appeals period. In 2014 there were zero appeals; this is the goal moving forward.
- One change we desire to get is a 5 year parcel fee agreement with the Town, or a 1 or 5 year agreement, at the option of the Town. He is hoping to convince them of the value of a 5 year agreement.
- Try to secure revenue sources where we can. Town clean-up just occurred. In R12-72, the county waived fees of community cleanups.
- Reductions of Schedule A are within our power, but the County cannot increase fees without going through a Prop 218 hearing.
- He sees many places to change things, but the County needs to consider whether it wants to trigger a Prop 218 hearing or not.
- He has been discussing this with the Town, and the request for a flow agreement has not been denied, yet not approved either; De Facto Rejection. The next opportunity is to pursue a long term parcel fee agreement with the Town.
- He appreciates the conversation. He would like to apply pressure to Town Council on this. He has toured the landfills with Dan Holler, but stopped short of an agreement. He has done everything he can to try to get the Town to do something. Last ditch effort in this parcel fee agreement. The Town needs to be on board with us, and the County needs to move toward closure with or without Town cooperation.

Supervisor Fesko:

- Small businesses produce very little waste; the County needs to look at recent numbers rather than old data: i.e. Mountain Warfare Training Center.

Stacey Simon:

- There are two kinds of increases: one, to increase the base amount, which is a Prop 218 event. Second, if the property use has changed, which is not a Prop 218 event. The Marine Warfare Training Center use may have changed.

Supervisor Johnston:

Note

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

- Is the Town liaison working on this? Whatever the Town liaison committee can muster would be great.
- Thank you to Tony for his hard work; he has gone as far as the County can go on this.

Supervisor Corless:

- She is a member of the Town committee, and the agenda item did not address the request for a flow agreement, rather, it was more of a discussion. Perhaps the committee should agendaize this for further discussion.
- She would be happy to sponsor this, as the importance of this issue needs to be highlighted to see the County through for the next five years.

Supervisor Stump:

- He feels that the Town has deferred in the past with no commitments and no decisions. They have not been willing to engage in the past and feels it's been deliberate.
- He agrees with Supervisor Corless and has no trouble asking the Town to put together more material. He supports Supervisor Corless and feels she's a fresh voice on the committee.

C. Approve Letter to the Los Angeles Department of Water and Power Regarding Irrigation in Long Valley

Departments: Community Development

(Scott Burns, Wendy Sugimura) - Discuss response to notification by LADWP that ranchers in Long Valley will receive no water this season for irrigation. The draft letter for approval will be provided at the meeting.

Action: Approve letter to LADWP expressing concern and the need for immediate reconsideration and action, adding "at the Andrea Lawrence award dinner" per Supervisor Corless. Provide any desired direction to staff.

Stump moved; Johnston seconded

Vote: 5 yes; 0 no

M15-120

Wendy Sigimura:

- The letter for review wasn't available until yesterday. She spoke to ranchers and Air Pollution Control District. It is LADWP's job to figure out how it should work. 50-60% reduction in normal water is all that should be needed.

Supervisor Alpers:

- He has received a number of phone calls regarding this issue. Cashbaugh family operates cattle ranch operation, highly populated area for sage grouse.
- Feels this is a bigger issue than one letter, and the County needs DWP to be partners in this. This letter should further discussion and encourage collaboration on a number of issues.

Supervisor Stump:

- Discussed dust and irrigation in Inyo County. Requesting enough irrigation to keep pasture alive, not full cut off. Inyo County's tactic is consistent with Mono County. He urges approval of the letter by the Board.

Supervisor Corless:

- Edit letter to add "at the Andrea Lawrence award dinner".

D. Ad Hoc EMS Committee Member

Departments: Emergency Medical Services

(Rob DeForrest, EMS Manager) - At the May 12, 2015 meeting, it came to the attention of the Board that there may be a potential conflict of interest for Lynda Salcido to serve on the Ad Hoc EMS Committee. The Board of Supervisors will

Note

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

discuss and potentially take action with respect to this potential conflict of interest.

Action: Provide direction to staff.

Lynda Salcido:

- Asked that this item be deferred for now, based on new info. Potential emergency item may be needed for closed session due to the resignation of the EMS manager effective the end of this week.
- She is willing to serve on the EMS committee.

Marshall Rudolph:

- Immediate action is needed for vacancy created by resignation; closed session personnel item should be added.

Supervisor Stump:

- We can come back to this item, but we need to address emergency first. He doesn't feel the item can be deferred, but feels that Lynda can continue to serve, based on her willingness to. It is important for someone affiliated with the program to serve on the committee.

Emergency item: motion for closed agenda item. EMS Manager.

Action: Move that the Board determine that there is a need to take immediate action with respect to the proposed agenda item (the addition of a closed session item to discuss EMS Manager position), that the need for action came to the County's attention subsequent to the agenda being posted and therefore, that the Board add the item to the agenda.

Fesko moved; Stump seconded

Vote: 5 yes; 0 no

M15-121

E. 3rd Quarter Budget Review

Departments: Finance

(Leslie Chapman) - Presentation of third quarter budget check in and amendments followed by a preview of next year's budget outlook and presentation of the 2015-16 budget calendar.

Action: 1. Approve changes to the CSA #5 budget as follows. Increase appropriation in Capital Expenditures by \$35,000 and increase Contract Services by \$12,000. There is sufficient fund balance to cover these changes. (4/5ths vote required).

Johnston moved, Fesko seconded

Vote: 5 yes; 0 no

M15-122

2. Discuss budget status and what to expect in FY 2015-16.

3. Review, adjust and approve the 2015-16 draft budget calendar including community workshops, budget hearings and other important deadlines.

Stump moved; Alpers seconded

Vote: 5 yes; 0 no

M15-123

Note

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Leslie Chapman:

- Feels the department heads are doing a great job. The 3rd quarter Transient Occupancy Tax (TOT) and sales tax numbers are coming in; the TOT is above last year and above projected. The lack of snow has not made the TOT suffer like expected. The improving economy is slow to be seen in Mono County. Property taxes are expected to be completely flat from last year. Several assessment appeals are still pending, and she is not sure how these will be resolved. The County does have some money in a reserve account to help mitigate the risk.
- Next year's budget will be just as difficult to balance as this year.
- Expecting a County increase to PERS of approximately \$575k. PERS is asking for a lump sum payment, but has reduced employers' share of percentage of salaries. The County could save \$40-\$50k by paying it all upfront.
- Last year, the County still had MOUs not finalized and was looking at layoffs, but then employee groups agreed to furloughs and with the sheriff DSA, was able to balance the budget. Safety is the lion's share of budget; reimbursement for POST training has been reduced. She wants to meet with the Sheriff before any decisions are made regarding future layoffs for this department.
- Road dollars are an issue. Hope is that the senate bill will be approved, currently in its third reading on Senate floor on May 28th. The General fund typically contributes \$500k to the Road fund, and the County has to figure out how to deal with this. The County is at a point where it needs to plan for the worst, but hope for the best.
- Strategic planning will help staff understand the main issues the Board is dealing with.

Jeff Walters:

- There are three current vacancies in Public Works: one is a mechanic that if not replaced, could save \$82k. One is a full-time position in Benton, and one is a 9/3 split position between Bridgeport Facilities and Lee Vining Roads. If not filled, these positions could save approximately \$72k between both.
- Jerry Vandebroke has suggested a 60/40 split to roads rather than the current 50/50 split to save road funds. Other monies could be saved in miscellaneous areas, but reductions in maintenance and materials have a direct impact on the safety of the roads. If the County sees another winter like the last, it will be fine, but an El Nino winter would pose trouble.

Supervisor Stump:

- The County cannot count on (the Senate bill) last second fix. What is our policy regarding layoff notices for the Sheriff?
- The County cannot afford the economic impact on not being able to remove snow and does not want to put off the Road Department new hires past August to allow for training, orientation, etc. Suggested that the new hires be asked if they can wait until the end of July to start.
- Requested Jeff Walters to push new hires back.

Supervisor Johnston:

- He thinks it would be prudent to hold off on new Road hires until the County knows what's happened with the Senate bill. Directed Jeff Walters to hold off new hires for one month.

Marshall Rudolph:

- County needs 15 days' notice for layoffs. This can be discussed under closed session labor negotiation item. The County cannot layoff through MCPE but if an employee is on probation, it can.

Supervisor Corless:

- She hopes the County can implement the strategic plan right away.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

Note

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11. **CLOSED SESSION at 12:01**
There was nothing to report out of closed session.

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): 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.

B. Closed Session - Public Employment

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

C. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager.

D. Closed Session - Conference with Legal Counsel

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

E. Closed Session - Conference with Legal Counsel

F. **ADDED URGENCY ITEM:** Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: EMS Manager

12. **REGULAR AGENDA AFTERNOON- NONE**

ADJOURN

ATTEST

TIMOTHY E. FESKO

Note

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

CHAIRMAN

HELEN NUNN
SR. DEPUTY CLERK OF THE BOARD



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve minutes of the Special Meeting held on May 22, 2015.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[05-22-15 draft special minutes](#)

History

Time	Who	Approval
5/27/2015 1:42 PM	County Administrative Office	Yes
5/29/2015 10:20 AM	County Counsel	Yes
5/28/2015 5:11 PM	Finance	Yes



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

MEETING LOCATION Lee Vining Community Center, 296 Mattly Avenue,
Lee Vining, CA 93541

**Special Meeting
May 22, 2015**

Flash Drive	ON PORTABLE RECORDER
Minute Orders	M15-124 NOT USED
Resolutions	R15-36 NOT USED
Ordinance	ORD15-05 NOT USED

8:05 AM Meeting Called to Order by Chairman Fesko.

*Supervisors present: Alpers, Corless, Fesko, Johnston and Corless.
Supervisors absent: None.*

Pledge of Allegiance led by Chairman Fesko.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

A. Strategic Planning Board Session

Departments: Board of Supervisors

(LaRee Kiely and Beth Conley) - Mono County Strategic Planning Session by the Board of Supervisors facilitated by staff and by consultants LaRee Kiely and Beth Conley.

Action: None taken by Board.

Set up for this meeting:

- Five separate tables, one supervisor at each table
- Department Heads, County employees and members of the public filled in at each of the five tables.
- Due to the unique set up of this meeting, these minutes are only a summary of the events. There is an audio copy of this agenda available upon request from the clerk's office.

Note

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- Any handouts not originally included in packet will be posted online.

LaRee Kiely:

- Introduced herself.
- Explained this is a very important next step in the planning process.
- Turning plan into something we're implementing.
- Wants to make sure we use this time wisely.
- Went over what she hopes to accomplish today.
- Going to narrow it down to a one year plan with a five year view.
- You don't ever have to start all over again; never at the level of what's already been accomplished. You can build on it.
- Eight themes coming out of all data:
 - Promote a strong and diverse economy
 - Protect natural resources and enhance public access
 - Understand and address community needs
 - Support healthy people in healthy communities
 - Reward Innovation
 - Effective use of resources
 - Workforce wellness
 - Strengthen county culture
- Vision Statement:
 - Outstanding Community Services, Quality of Life Beyond Compare
- Mission Statement of Mono County: To support all of our communities by providing superior services while protecting our unique rural environment.
 - Request today is to review collect feedback.
 - She'll assign different tables different things.
- Ground Rules:
 - Lots of work to do with limited time. Requests that comments be limited.
 - Make notes of thoughts; will collect and incorporate them into revised document.
 - Feel free to email comments to: www.kielygroup.com
 - Focus on future rather than past.
 - LaRee will facilitate so that everyone else can participate and can fully access their thinking.
 - Added Ground Rules:
 - Important that everyone to feel safe to make comments.
 - Hold each other accountable at the tables so that precious time isn't wasted.
- As members of the public join in process, she asks that they keep in mind that this process is about the whole county.
- Went around and assigned a "theme" (from eight above) to each table.
- First thing to do: Discuss themes noticed in each category (three of five at the most). Asked that there be a scribe at each table to later transfer to flip charts. Write names on name cards.
- Last hour: decide what can be done this year in a diverse economy (from the eight themes). Look over recommended "action steps"; use as a guide. Don't worry too much about budget issues while doing exercise.
- If there is time, what might be done in year two?

In Closing:

- Now they take all information from this workshop and sort it into a document that makes sense (sense making); nothing gets lost or taken out.
- End result, they will find some gaps.
- Will then go out to department heads and they will weigh in on what they think is doable and what they doing that doesn't show up in plan.

Note

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

- Will go to Board in July as a next to final draft; need to look at what resources/budget might be needed.
- The plan will be fluid and you'll be able to look into coming years.
- Plan is to ratify the Strategic Plan in August – she thinks this timeline is doable.
- The verbs are very important in this process.
- This is supposed to be forming your budget process, a part of it.

Supervisor Alpers:

- Asked various questions about the process.

Jil Stark (public):

- As a member of the public, she'd like to join a table if it's appropriate.
- Supervisor Fesko: this process is new to him; doesn't see any problem with public joining a table.
- Supervisor Stump: agrees, it would be a good idea to have members of the public join a table, as it fits into the plan.
- Supervisor Corless: need to remember this is about the whole county, thinking about the big picture.

Leslie Chapman (Finance Director):

- Concerned that this will be ratified at the same time as the budget so there may not be a lot planned around it.
- She was hoping for more specifics going to department heads so that they could incorporate into goals and objectives.

Supervisor Fesko:

- Mentioned that the public is welcome at any board meeting and can provide input.

Supervisor Corless:

- Reminded everyone that in July there will be budget town hall meetings which is also a forum for public input.

Additional Information:

- Various Individuals spoke for groups.
- Audio paused while table groups worked together. Audio turned back on for individual speakers; copy of audio available from the clerk's office if requested.

ADJOURN 10: 58 a.m.

ATTEST

TIMOTHY E. FESKO
CHAIRMAN

SHANNON KENDALL
ASSISTANT CLERK OF THE BOARD

Note

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

Departments: CAO, County Counsel

TIME REQUIRED

SUBJECT Sheriff MGMT Association MOU

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution adopting and approving a memorandum of understanding between the County and the Mono County Sheriff's Management Association.

RECOMMENDED ACTION:

Adopt proposed resolution #R15-_____, approving a memorandum of understanding between the County and the Mono County Sheriff's Management Association. Provide any desired direction to staff.

FISCAL IMPACT:

The cost for this MOU is \$110,728.75 for the remainder of this calendar year. Consisting of \$71,470 for salary, \$19,997 for PERS, and \$19,261.72 for benefits. This will result in a net savings from the current salary and benefits of \$8,193.16. The cost for the 2016 calendar year is \$198,501.69. Consisting of \$122,520 for salary, \$32,677.26 for PERS and \$43,304.42 for benefits. This will result in a net savings from the current salary and benefits of \$12,206.76.

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

[Sheriff Mgmt MOU Staff Report](#)

- [Resolution](#)
- [2015-2018 Sheriff MGMT MOU](#)
- [Attachment A To MOU](#)
- [Personnel Rules Attachment B To MOU](#)

History

Time	Who	Approval
6/4/2015 10:48 AM	County Administrative Office	Yes
6/4/2015 9:59 AM	County Counsel	Yes
6/4/2015 11:18 AM	Finance	Yes

County Counsel
Marshall Rudolph

Assistant County Counsel
Stacey Simon

Deputy County Counsel
John-Carl Vallejo
Christian Milovich

**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: John-Carl Vallejo
DATE: 06.09.2015
RE: Proposed Sheriff's Management Association MOU

Recommendation:

Adopt proposed MOU with the Sheriff's Management Association.

Fiscal/Mandates Impact:

The cost for this MOU is \$110,728.75 for the remainder of this calendar year. Consisting of \$71,470 for salary, \$19,997 for PERS, and \$19,261.72 for benefits. This will result in a net savings from the current salary and benefits of \$8,193.16.

The cost for the 2016 calendar year is \$198,501.69. Consisting of \$122,520 for salary, \$32,677.26 for PERS and \$43,304.42 for benefits. This will result in a net savings from the current salary and benefits of \$12,206.76.

Discussion:

This proposed MOU is for the Sheriff's Management Association, which covers the lieutenant(s) on the patrol side of the Sheriff's Department. This MOU contains provisions in line with those negotiated with the Deputy Sheriff's Association. Namely: (1) a 5% pay increase in exchange for a 7% employee contribution toward retirement costs, and (2) a 40-hour furlough for the 2015 calendar year with additional furloughs possible if the DSA agrees to additional furloughs, and (3) an increase in health insurance premium contributions.

If you have any questions regarding this item, please call me at 760.924.1712.

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RESOLUTION NO. R15-__
A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY
AND THE MONO COUNTY SHERIFF=S MANAGEMENT ASSOCIATION

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

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

WHEREAS, County representatives and the Mono County Sheriff=s Management Association (hereinafter Athe Association@) met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU) and personnel rules, a copy of which are attached hereto as exhibits and incorporated herein by this reference.

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

- (1) The proposed Memorandum of Understanding (AMOU@) between the County of Mono and the Association, a copy of which is attached hereto as Exhibit A -- effective for the period of January 1, 2015, through December 31, 2018 -- is hereby ratified, adopted, and approved, and the terms and conditions of employment set forth in the Memorandum are hereby prescribed for the employees whose classifications are included in the Association=s bargaining unit. The Chair of the Board of Supervisors shall execute said Memorandum on behalf of the County.

[INTENTIONALLY BLANK]

1 (2) The proposed amendment to the Mono County Personnel System, attached
2 hereto as Attachment B to the MOU, are hereby incorporated into the MOU ratified by
3 this Resolution.

3 *PASSED AND ADOPTED* this _____ day of _____, 2015,
4 by the following vote:

5 AYES :
6 NOES :
7 ABSTAIN :
8 ABSENT :

8 ATTEST: _____
9 Clerk of the Board Timothy E. Fesko, Chairman
Board of Supervisors

10 APPROVED AS TO FORM:
11
12 _____
13 COUNTY COUNSEL

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MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF MONO AND MONO COUNTY

SHERIFF DEPARTMENT'S

MANAGEMENT ASSOCIATION



January 1, 2015 through December 31, 2018

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ARTICLE 1. PURPOSE AND DEFINITIONS

A. Purpose

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

B. DEFINITIONS

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

- (1) “ASSOCIATION” means the Mono County Sheriff’s Department Management Association, a recognized employee bargaining unit consisting of any Lieutenant classifications, said employees hereinafter referred to as “covered employees” or “members.” During the term of this MOU (January 1, 2015 until December 31, 2018) there shall be two levels of Lieutenant, known as Lieutenant I and Lieutenant II.**
- (2) "COUNTY" means the County of Mono, a political subdivision of the State of California.**
- (3) "MOU" means this Memorandum of Understanding between the ASSOCIATION and the COUNTY.**

ARTICLE 2. RECITALS; FINDINGS

- A. It is the purpose of this MOU to set forth the understandings and agreements reached by the parties which are to be effective for the period of January 1, 2015, to and including, December 31, 2018, and which will replace and supersede any prior MOU between the parties. Notwithstanding the foregoing, certain provisions this MOU expressly described herein as being effective from the date of final MOU ratification by the COUNTY and the ASSOCIATION. For purposes of any such provisions, the "date of final MOU ratification" means that date which this MOU is ratified by the Mono County Board of Supervisors at a noticed meeting.**

- B. In adopting it, the Board of Supervisors finds this MOU is necessary to promote harmonious relations between the COUNTY and the ASSOCIATION, and to insure continuous efficient law enforcement services to the people of Mono County and those who work, recreate, and travel here. In the absence of an MOU, it will be difficult to attract or keep trained, experienced, and capable law enforcement personnel in this county. To those ends, the Board finds that MOU is necessary for the health, safety and welfare of the people.**

- C. The ASSOCIATION likewise desires to enter into this MOU for the period of January 1, 2015, to and including December 31, 2018.**

- D. Wherefore, and in consideration of the terms, conditions, recitals, and understandings expressed in the MOU, the parties agree as herein set forth.**

ARTICLE 3. TERM; RENEGOTIATION

This MOU shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2018. In the event either party desires to negotiate a successor memorandum of understanding, such party shall serve upon the other, prior to the expiration of this MOU, its written request to negotiate, and submit its full and entire written proposals for such successor memorandum of understanding. After the MOU expires on December 31, 2018, the provisions of the MOU shall remain in full force and effect during negotiations for a replacement agreement.

ARTICLE 4. RECOGNITION

The COUNTY hereby reaffirms its previous action recognizing the ASSOCIATION as the representative for employees in a unit consisting of all Lieutenant classifications, but not including any Lieutenants in the jail command structure (i.e. PSO Lieutenants), said employees hereinafter may be referred to as covered employees or members.

ARTICLE 5. DISCRIMINATION

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

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

ARTICLE 6. SALARY ADJUSTMENT/TERM

- A. Except as provided for in Articles 6.B and 6.C immediately below, it is hereby agreed that effective upon ratification of this MOU the monthly salary (i.e. “base salary”) of the Lieutenant I classification shall specifically be ten thousand two hundred ten dollars (\$10,210.00) and the monthly salary of the Lieutenant II classification shall specifically be ten thousand four hundred sixty five dollars (\$10,465.00). The new salaries shall continue thereafter.**

- B. Concurrent with and contingent upon the COUNTY’s implementation of covered employees’ additional pre-tax contribution toward their PERS retirement costs, as set forth in Article 10.F below, which shall be implemented as soon as reasonably practicable, the salary of each covered employee shall be increased through a five percent (5%) increase of the employee’s base salary in order to facilitate the covered employees’ PERS contributions and to provide for tax deferred payment of the employees’ PERS contributions.**

C. FURLOUGHS

- 1. Upon ratification of this MOU, each covered employee shall have a bank of forty (40) unpaid furlough hours for the 2015 Calendar year. Any and all unpaid furlough hours shall have no monetary value, and if any given covered employee does not utilize said hours, he/she shall not be compensated in any way for failing to use said hours, provided, however, that the use of such hours was not unreasonably denied by the employee’s department head. An employee shall request to use the unpaid furlough hours in the same manner as he/she is required to request the use of vacation time. Notwithstanding anything to the contrary, a department head, and/or the CAO, may require an employee to utilize unpaid furlough hours not yet utilized by an employee, at specified dates, and in the County’s sole discretion.**

- 2. Covered employees subject to this section shall have their base salary reduced in an amount equivalent to reducing their weekly work hours by the forty hours of unpaid furlough hours that they are responsible. As a result, the monthly paycheck for each employee will be reduced by that amount as uniformly as reasonably possible. The pay reduction for the 2015 calendar**

year shall be accounted for in however many pay periods of the 2015 calendar year remain after ratification of this MOU by the UNION and the COUNTY (which is expected to be seven (7) pay periods).

- 3. Notwithstanding any provision to the contrary, upon adoption of this MOU until December 31, 2015, there shall be no limit on vacation accrual for those covered employees subject to this Article. Beginning December 31, 2016, vacation accrual limits, as set forth in Article 24 below, shall again govern.**
- 4. Notwithstanding any provision to the contrary, from January 1, 2015, through December 31, 2015, employees shall not be eligible to sell back vacation hours for monetary compensation.**
- 5. Notwithstanding any provision to the contrary, any unpaid furlough hours taken pursuant to this Article shall not adversely affect any of the following:**
 - i. Seniority;**
 - ii. Leave Accruals;**
 - iii. FTE Status;**
 - iv. Health, dental, and/or vision insurance benefits;**
 - v. Eligibility for health, dental, and/or vision insurance benefits;**
 - vi. Longevity and/or an employee's eligibility date for longevity;**
 - vii. Anniversary dates for step increases;**
 - viii. Years of service for retirement purposes;**
 - ix. Probationary periods;**
- 6. Additionally, all things otherwise being equal, while the COUNTY's 401(a) Plan contribution to those covered employee's subject to this Article will necessarily decrease during the first two fiscal years covered by this MOU, the COUNTY agrees to hold harmless said contributions from the effect of the furloughs by providing a one-time contribution to the 401(a) Plan of a covered employee in the amount the COUNTY would otherwise have contributed to the 401(a) plan had said furloughs not been in effect, at the end of each applicable fiscal year. For example, if a covered employee normally had a base salary of \$100, and contributed 3% (i.e. \$3) of his/her base salary to his/her 457 Plan during the 2014/2015 fiscal year, the COUNTY would normally contribute \$3 to said employee's 401(a) Plan during that 2014/2015 fiscal year. But if, due to furloughs during the 2014/2015 calendar year, 3% of the employee's base salary was reduced to a value of \$2, and the employee did not change his/her % contribution to his/her 457 Plan, absent this provision, the COUNTY would likewise only contribute \$2 (i.e. the new 3% value) to the employee's 401(a) Plan during the 2014/2015 calendar year.**

However, in order to hold the employee's COUNTY contribution harmless, the COUNTY would make a one-time contribution of \$1 to the employee's 401(a) Plan at the end of the 2014/2015 fiscal year.

7. PARITY WITH DSA

- a. The provisions set forth in Article 6.C above shall again apply if, on or before December 31, 2016, the Sheriff's Officers' Association (also known as the Deputy Sheriffs' Association "DSA") takes furloughs after the 2014/2015 fiscal year, provided that the same amount of additional furlough time applied to the DSA, and the same time period for which the furloughs are there taken, shall apply here. For example, if the DSA elects to take twenty (20) hours of furlough time for the 2015/2016 fiscal year, covered employees shall thereby automatically take an additional twenty (20) hours of furlough time for the 2015/2016 fiscal year.
- b. Conversely, if, after ratification of this MOU but on or before December 31, 2016, the DSA receives a COLA, then covered employees shall receive the same COLA as that provided to the DSA.

- D. For purposes of this MOU, the "base compensation" of Lieutenant I and Lieutenant II includes all compensation other than uniform allowance. It includes any amounts previously paid as holiday pay or educational incentive pay, which are both eliminated through the previous MOU which expired December 31, 2010. The parties understand and agree that the monthly salary (base compensation) for Lieutenant I and Lieutenant II shall continue to be a flat amount, as specified above, and is not based on a range with steps.
- E. It is understood and agreed that hiring decisions (including but not limited to lateral transfers) and promotional decisions pertaining to the classifications of Lieutenant I and Lieutenant II shall be in the sole discretion of the Sheriff Coroner, who shall place candidates into the classifications he/she deems appropriate and advance them when and if he/she deems it appropriate. It is understood and agreed that the salary (base compensation) of persons hired or promoted into the classifications of Lieutenant I or Lieutenant II shall be only the fixed amounts specified above for those classifications and no other amounts. Accordingly, it is understood and agreed that the salary for any individual employee when first promoted into a Lieutenant classification is NOT guaranteed to be 5% higher than the employee's former base compensation plus longevity pay (or any other pay they were previously receiving). It is also understood and agreed that after salary placement has

been concluded, due to various factors, including but not limited to loss of overtime pay, the individual so promoted may receive less total compensation as a Lieutenant than he or she received in his or her former employment position.

- F. All employees covered by this MOU shall continue payment of the employee contribution for applicable PERS coverage and retirement. COUNTY shall continue the IRS 414(H)(2) program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions. (See Article 10(D) also.)
- G. No other salary increases are included in this MOU, which expires on December 31, 2018.
- H. All employees are required to utilize direct deposit of their payroll checks.
- I. All employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set in his/her sole discretion. All employees will receive only one (1) check per month and will include all pay that the employee is entitled to for that period.

ARTICLE 7. HOLIDAY PAY (Terminated 1/1/07)

Effective and retroactive to January 1, 2007 as stated in the MOU in effect from January 1, 2007 to December 31, 2008, Holiday Pay is eliminated, and covered employees shall instead receive all County Holidays established and enumerated in Chapter 2.68 of the Mono County Code, or as may have been superseded, including personal holidays, on the same terms and conditions generally applicable to the COUNTY's non-safety employees. It is understood and agreed that covered employees shall not be scheduled or expected to work on County Holidays. Nevertheless, unforeseen or exigent circumstances sometimes arise and the COUNTY cannot guarantee that covered employees will never be requested to work on a County Holiday. Like any other County management employee who receives County Holidays, covered employees shall report to work on a County Holiday if and when so ordered by the Sheriff-Coroner or Undersheriff. And in that event, covered employees shall receive additional personal holiday time equal to the time worked on that County Holiday, which additional time must be used before the end of the calendar year in which it is received unless otherwise provided by the COUNTY.

ARTICLE 8. LONGEVITY PAY (Terminated 12/21/04)

ARTICLE 9. SHIFT DIFFERENTIAL PAY (Expired on May 1,1995)

ARTICLE 10. PERS RETIREMENT

- A. Subject to Article 10.D below, the COUNTY and the ASSOCIATION agree that, for purposes of PERS retirement, the "single highest year" shall be used for calculation of covered employees' earnings.**
- B. Covered employees shall continue to be enrolled in the PERS Level IV Survivors' Benefit Program (specifically those benefits provided by Government Code section 21574).**
- C. Subject to Article 10.D below, covered employees shall continue to be enrolled in "3% at 50" safety retirement benefits, or "3% at 55" under the COUNTY'S applicable contract with PERS.**
- D. Notwithstanding the above, if required by what is commonly referred to as the California Public Employees' Pension Reform Act ("PEPRA"), covered employees hired after December 31, 2012 shall be enrolled in the PERS retirement formula as required by PEPRA, and shall contribute toward the cost of retirement benefits as required by PEPRA.**
- E. All employees covered by this MOU shall continue payment of the employee contribution for applicable PERS coverage and retirement. The COUNTY shall also continue the IRS 414(H)(2) program for all employees covered by this MOU in order to facilitate the employee's PERS contributions and to provide for tax deferred payment of the employee's PERS contributions. (See Article 6(E) also.)**
- F. Concurrent with the 5% base salary increase set forth in Article 6.B above, all covered employees shall also contribute seven percent (7%) of their compensation reported by the COUNTY to CalPERS, by payroll deduction, on a pre-tax basis, toward the County's PERS employer contribution rate as cost sharing pursuant to Government Code section 20516. Said contribution shall be above and beyond any contribution currently made by any covered employee. So, for example, a covered employee previously paying nine percent (9%) of his/her compensation reported by the COUNTY to CalPERS toward the applicable PERS retirement coverage cost shall now pay sixteen percent (16%) of his/her compensation reported by the COUNTY to CalPERS toward the PERS retirement coverage cost.**

ARTICLE 11. HEALTH INSURANCE

A. Each covered employee and his or her dependents are entitled to health care benefits as provided in this Article and Articles 12 and 13, and said benefits will continue to be provided year-round.

B. “Health care benefits” means the medical, dental, and eye-care benefits provided to covered employees and their dependents by the COUNTY.

C. Consistent with the COUNTY’s prior implementation of CalPERS medical insurance for all covered employees and retirees, the COUNTY shall continue to pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance, which amount shall not increase.

D. Health Care Coverage for Retirees

(1) The COUNTY shall continue to pay the statutory amount prescribed by Government Code section 22892 per month for each ASSOCIATION retiree who enrolls in CalPERS medical insurance, regardless of their age or years of continuous service for the COUNTY. A “retiree” is a former COUNTY employee whom CalPERS considers to be a COUNTY retiree/annuitant.

(2) Each “retired employee” and one dependent of a retired employee (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to covered employees in Paragraph A of this Article.

(3) “Retired employee” means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service

immediately prior to retirement (50 years of age for employees enrolled in local safety 3% at 50 at the time of retirement).

- (4) Any benefits after retirement under this Section D of Article 11 will be the same as benefits for active employees. In other words, all benefits will change as the benefits of active employees change.**
- (5) The ASSOCIATION represents all retirees with respect to all matters set forth in this Section D of Article 11 and is primarily responsible for communicating with retirees and addressing any questions they may have regarding this Section.**

E. Coverage Provider.

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

ARTICLE 12. DENTAL CARE PLAN

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

ARTICLE 13. VISION CARE PLAN

The COUNTY shall implement and extend coverage under Vision Care (Plan C; \$10.00 deductible) to all current covered employees and their dependents by the COUNTY with the understanding that COUNTY shall retain discretion regarding carrier and plan content, and with the further understanding that the County Vision Care Plan as now constituted shall be the minimum base coverage. This coverage shall extend to retired covered employees, together with one dependent of retiree.

ARTICLE 14. CAFETERIA PLAN

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

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

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

B. With respect to any part-time covered employee who is enrolled in CalPERS medical insurance, the COUNTY will contribute into the Cafeteria Plan one of the following reduced percentages of the amount that a full-time employee would receive under Section A of this Article 14 (based on applicable residency and coverage tier), minus the statutory amount prescribed by Government Code section 22892 paid by the COUNTY directly to PERS on behalf of that employee:

Less than .5 FTE:	0% (No payment at all)
.5 - .74 FTE:	50% of the applicable FTE amount
.75 FTE - .89 FTE:	75% of the applicable FTE amount

Such FTE status shall be based on the County's official list of allocated positions maintained by the County Administrative Office; it shall not be based on actual hours worked in a given month. The additional monthly amount necessary for the medical coverage tier selected by a part-time covered employee shall be contributed by that covered employee through a payroll deduction (authorized by the employee). Note also that the County's obligation to contribute any amount into the Cafeteria Plan is conditioned on the covered employee authorizing a payroll deduction for their required contribution. This subsection (B) shall also apply to any full-time employee whose position is changed to part-time status on the list of allocated positions after MOU ratification, or who transfers to such a position after MOU ratification; the COUNTY's

contribution to the Cafeteria Plan with respect to that employee shall be based on the reduced percentages set forth above until such a time, if at all, that they return to a position allocated as full-time.

- C. Effective January 1, 2015, with respect to any covered employee who is not enrolled in CalPERS medical coverage for their applicable tier, but who provides the COUNTY with proof of medical coverage under an insurance plan providing at least the same level of benefits available from CalPERS under the Cafeteria Plan, the COUNTY shall contribute to the Cafeteria Plan three hundred dollars (\$300) per month for that non-enrolled employee. Notwithstanding the foregoing, no employee (regardless of date of hire) shall be eligible to receive a contribution to the Cafeteria Plan under this subsection E unless they were already and have been continuously receiving such a contribution prior to January 1, 2015.

ARTICLE 15. 401(a) PLAN (Effective August 1, 2001).

- A. Any member of the ASSOCIATION hired on or after August 1, 2001, shall not be eligible to earn or receive the retirement service benefit provided by Article 16, but shall instead be eligible to receive COUNTY contributions into an Internal Revenue Code Section 401(a) Plan established by the COUNTY, as described more fully below. Any active member of the Association who was hired prior to August 1, 2001, may also elect to receive COUNTY contributions into a Section 401(a) Plan under this Article, but only if he or she agrees to waive and relinquish any present or future rights he or she may have to receive the retirement service benefit by Article 16.
- B. Effective with August 1, 2001, or as soon thereafter as the COUNTY may with due diligence accomplish it, COUNTY shall establish and/or fully implement an Internal Revenue Code Section 401 (a) Plan consistent with this Article. Upon said implementation, COUNTY shall contribute into the Section 401(a) Plan an amount on behalf of each member electing to participate under this Article 15 equal to the amount contributed by that member from his or her own pre-tax salary equal into one of the COUNTY's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to employee contributions) but not to exceed 3% of the member's pre-tax salary. Accordingly, if a member contributed a total of 13% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401 (a) contribution would fully match the member's 457 contribution; if a member contributed more than 3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401 (a) contribution would only be equal to 3% (and not more) of the member's pre-tax salary and would not fully match the member's 457 contribution. The member may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such members shall vest -- that is, earn the right to withdraw - the COUNTY's contributions into the 401 (a) Plan on their behalf based on years of County service, as set forth more fully below.
- C. The 401(a) Plan implementing this Article shall provide the following schedule of vesting for any participating member to earn and be eligible to withdraw or

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

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

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

ARTICLE 16. RETIREMENT SERVICE (Applicable only to certain employees who retired or were on the COUNTY payroll prior to May 1, 2001).

- A. Each retired employee who was on the COUNTY payroll prior to May 1, 2001, and was a covered employee at the time of retirement will be eligible for a flexible credit allowance under the COUNTY's Section 125 Cafeteria Plan (see Article 14), unless he or she has at any time prior to retirement opted to participate in the COUNTY's Section 401 (a) Plan (See Article 15).
- B. "Retired employee" means a former COUNTY employee who was age fifty (50) or older and held permanent employment status on the date of his or her retirement, and who had accrued at least five (5) years continuous service with the COUNTY immediately preceding the date of retirement, or, if the employee was hired after January 1, 1986, who has accrued at least ten (10) years continuous service prior to retirement, or, if the employee was hired after July 1, 1987, who has accrued at least fifteen (15) years continuous service prior to retirement; or, if the employee was hired after January 1, 1996, who was age fifty-five (55) or older and held permanent employment status on the date of retirement and who had accrued at least twenty (20) years continuous service immediately prior to retirement (50 years of age for employees enrolled in local safety 3% at 50 at the time of retirement).
- C. The amount of the flexible credit allowance shall be computed as follows:
 - (1) If the employee retires after December 31, 1999, then the amount of the flexible credit allowance shall be equal to the monthly amount contributed by the COUNTY per each active employee to the COUNTY's Section 125 Cafeteria Plan (See Article 14), minus the statutory amount prescribed by Government' Code section 22892 per month paid by the COUNTY directly to PERS if the retired

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

- (2) If the employee retires before December 31, 1999, then the amount of the flexible credit that he or she is entitled to shall be equal to the amount of money necessary to obtain CalPERS medical insurance for the retired employee and his or her dependent with a level of benefits substantially the same as the employee had on the date of his or her retirement, minus the statutory amount prescribed by Government Code section 22892 per month paid by the COUNTY directly to PERS for such insurance, plus the COUNTY contribution toward dental and vision coverage. In other words, the amount of the credit allowance will vary with changes in the cost of the applicable level of medical insurance. These retired employees must be enrolled in the applicable level of CalPERS medical insurance in order to receive the flexible credit allowance and shall not be entitled under any circumstances to opt for other insurance coverage, no coverage, or reduced coverage in order to receive "unused" cash back from the Cafeteria Plan.

- D. The ASSOCIATION represents all retirees with respect to all matters set forth in this Article 16 and is primarily responsible for communicating with retirees and addressing any questions they may have regarding this Article.

ARTICLE 17. LONG TERM DISABILITY INSURANCE (Note: Terminated December 31, 1999, as described more fully below.)

This Article 17 terminated at midnight on December 31, 1999, in exchange for a salary increase then provided, has been included in the monthly salary amounts (base compensation) set forth above.

ARTICLE 18. FITNESS FOR DUTY

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

ARTICLE 19. CALL-IN Terminated August 1, 2001)

August 1, 2001, this Article terminated in exchange for the salary increase then provided.

ARTICLE 20. MERIT LEAVE

It is understood and agreed that the Lieutenant classifications are exempt from payment of overtime compensation under the Fair Labor Standards Act (FLSA) and will not be paid overtime by the County for hours worked in excess of 40 hours per week. As exempt employees, Lieutenants are expected to efficiently manage time to perform their job duties, and be available for staff, clients and the public. This entails them being potentially available for more than 40 hours per workweek and outside of normal business hours.

In consideration of these expectations, the lack of overtime pay and job complexities, full-time covered employees shall receive eighty hours (80) of merit leave per calendar year. Merit leave is not an hour-for-hour entitlement, but rather is extra time off provided in addition to vacation time, sick leave, etc. The initial award for covered employees when first hired or promoted into a Lieutenant classification shall be prorated based upon the remainder of the calendar year. Notwithstanding the foregoing or the date of final MOU ratification, it shall not add or detract from the eighty (80) hours of merit leave incumbents have already earned for calendar year 2009.

Merit leave does not accrue to a bank and the yearly entitlement must be used within the calendar year it is awarded, or it is lost. There is no carryover of unused merit leave to subsequent year(s) and merit leave has no cash value.

Merit or vacation leave (or sick leave, if applicable) must be used whenever a full-time covered employee works fewer than 80 hours during any two-week period. For most covered employees, a two-week period means fourteen consecutive calendar days beginning on a Sunday; but exempt employees working in offices on a "flex" schedule may count the fourteen days from a day other than Sunday, with approval by the Sheriff-Coroner.

Merit leave is used in a manner similar to vacation time. A covered employee will note merit leave taken with an (M) on the time sheet in a manner similar to vacation time taken (V) and sick leave taken (S).

(Note: Former Article 20 entitled "Management Incentive Pay" terminated 12/21/04.)

ARTICLE 21. UNIFORM ALLOWANCE/MAINTENANCE

The COUNTY shall continue to provide uniform allowance to covered employees of \$500.00 per fiscal year. The uniform allowance shall be payable no later than the 10th of July. Should any employee not complete twelve (12) months of service as a Lieutenant of Mono County, the County may recover \$40.00 per month from the new employee for each month of service not completed up to the 12th month. This sum calculated in accordance with the provisions of this paragraph shall be deducted from said employee's final paycheck.

Also, the COUNTY shall continue to provide additional uniform maintenance allowance to covered employees in the amount of an additional \$500.00 per year, said sum to be designated as uniform maintenance allowance. This maintenance allowance shall be paid in equal monthly installments. The ASSOCIATION understands that the compensation provided by this Article 22 is taxable and that COUNTY will withhold taxes from said amounts in accordance with applicable state and federal laws (notwithstanding any prior COUNTY practices).

All insignia and equipment issued to employees shall be returned to Mono County Sheriff's Department in good condition, ordinary wear and tear excepted, prior to receipt of said employee's final paycheck. Any change or addition to the existing uniform which is ordered by the Sheriff's Department shall be at the County's expense.

ARTICLE 22. UNIFORM/CLOTHING

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

ARTICLE 23. EQUIPMENT

The COUNTY agrees to provide members with the following equipment, and thereafter replace or repair such equipment when deemed necessary by the department:

- 1. parka**
- 2. foul weather boots**
- 3. cold weather gloves**
- 4. warm-up pants**
- 5. snow goggles**
- 6. body armor**
- 7. sunglasses**

- 8. gun**
- 9. holster**
- 10. handcuff case**
- 11. whistle**
- 12. Sam Browne belt**
- 13. baton and holder**
- 14. handcuffs**
- 15. flashlight**
- 16. flashlight batteries**
- 17. flashlight bulbs**
- 18. ammunition**
- 19. raincoat**
- 20. magazine(s)**
- 21. jumpsuit(s), in the discretion of the Sheriff**

ARTICLE 24. VACATION

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

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

- B. Notwithstanding anything to the contrary, the maximum number of vacation hours that may be accumulated by any employee as of December the end of the calendar year, shall not exceed two and one-half times the employee's then current annual vacation accumulation as provided in Mono County Code Section 2.68.110(B), or as may have been amended or superseded.**
- C. If a covered employee's total accumulated vacation hours exceeds two and one-half times their annual vacation accumulation on December 31, then their vacation accrual will cease effective January 1, until the employee's accumulation of vacation hours falls at or below two and one-half times their annual accrual (hereinafter "the accumulation cap"). Once the covered employee's accumulation of vacation hours falls at or below the accumulation cap, then their accrual of vacation hours will recommence for the remainder of the calendar year.**
- D. Any covered employees who have accrued a minimum of 120 vacation hours may, upon written request, be compensated for up to a maximum of 120 hours of accrued vacation time per calendar year, instead of taking that vacation time off. Notwithstanding the foregoing, if a covered employee has made every reasonable effort to their vacation time throughout the year so as to avoid the aforementioned accumulation cap but nevertheless is not allowed by sheriff's department management to do so because of unexpected manpower needs or safety-related**

requirements, then the covered employee may request to be compensated by the COUNTY for more than 120 hours of time in a calendar year in order bring his or her total accumulated vacation time at or below the cap as of December 31st.

ARTICLE 25. SICK LEAVE

Notwithstanding any contrary provision in the Personnel System:

- A. Every member shall accrue one (1) working day of sick leave with pay for each full calendar month of full-time service, cumulative to a maximum of one hundred (100) working days.**
- B. All sick leave accumulated by such member prior to the enactment of the ordinance codified in Chapter 2.68.100 of the County Code shall be carried forward and become a part of any accumulation therein contemplated.**
- C. County shall reimburse all covered employees for those number of days accrued sick leave exceeding one hundred (100) days at the employee's established base rate of pay. Said reimbursement is to be calculated as of November 30 each year for the preceding 12 months and is to be paid no later than December 18 of each year.**
- D Any covered employees who have accrued a minimum of 500 sick leave hours may, upon written request, be compensated for up to a maximum of 300 hours of accrued sick leave per calendar year. A covered employee utilizing this option shall have a minimum balance of 300 accrued hours upon completion of the compensation transaction.**

ARTICLE 26. EDUCATIONAL INCENTIVE PAY (Terminated 1/11/07)

ARTICLE 27. EDUCATIONAL INCENTIVE PROGRAM

A. Covered employees who wish to enroll in a job-related or promotion-oriented courses shall be reimbursed by the County for allowable expenses related to the courses in an amount not to exceed \$700.00 per calendar year. Allowable expenses shall be actually incurred, shall include tuition costs and out-of-pocket expenses for required course material and textbooks, and shall be subject to the following:

- (1) Courses must be taken at or by correspondence from an accredited institution if comparable courses are not offered in local schools or if the work assignment of the individual is such that it does not permit regular classroom. A local school is a school within a fifty (50) mile radius of Bridgeport, California.**
- (2) Employees will not be granted time off from their regular work schedule to attend such courses.**

- (3) Approval for the educational assistance program shall be at the written discretion of the employee's Department Head. Such approval shall be obtained by the employee prior to enrollment. A copy of the written approval shall be filed by the Department Head with the Auditor's office.**
- (4) Required course material and textbooks may be retained by the employee upon satisfactory completion of the course.**
- B. Reimbursement shall be made to the employee within fifteen (15) calendar days after presentation to the Auditor's office (With department head approval) of appropriate receipts and proof of completion of the course and a minimum grade of "C" or its equivalent.**

ARTICLE 28. ASSOCIATION RELEASE TIME

The Association President and/or his designated representative shall have reasonable time off for out of County association related matters. The President or representative shall give management two (2) weeks notice prior to taking time off.

ARTICLE 29. MAINTENANCE OF BENEFITS

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding of agreements by the parties regarding the matters set forth herein, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety. Member benefits that are not the subject of this MOU and presently in full force and effect shall not be changed in any fashion, save and except subsequent to the parties meeting and conferring with respect to said benefits.

ARTICLE 30. GRIEVANCE PROCEDURE

Grievance procedure shall be as provided in Mono County Personnel Ordinance, and specifically Sections 2.68.306, et seq., as may be amended or superseded.

ARTICLE 31. INTERNAL AFFAIRS

- A. This MOU hereby incorporated, by reference, the provisions of Section 3300 through 3311 of the Government Code of the State of California, which sections are collectively known as the Public Safety Officers' Procedural Bill of Rights Act. Should the sections referenced above be changed, altered or amended, should additional sections' be added or sections repealed, this MOU shall reflect such changes, alterations, amendments, additions, or repeal only upon written consent of the parties hereto.**
- B. Rights under Skelley decision: This MOU hereby incorporates by reference the holding of the California Supreme Court in Skelley v. State Personnel Board, 15**

194; 124 Cal.Rptr. 14; 539 Pac.2d 744, it being understood that this decision has reference to the constitutional rights of public employees with respect to punitive and disciplinary action taken against said employees by management. Such rights shall not apply to any at-will Assistant Sheriff.

ARTICLE 32. EMPLOYEE RELATIONS RESOLUTION NO. 76-144

The parties mutually recognize and agree that this MOU shall incorporate and make a part hereof all the provisions of Resolution No. 76-144 of the Mono County Board of Supervisors, attached hereto as Attachment "A," as though set out fully herein, including, but not limited to, all those provisions under Section 5 of said resolution relating to Employee Rights, and Section 6 of said resolution relating to Management Rights. To the extent any conflict arises between the provisions of Resolution No. 76-144 and the provisions of Government Code Sections 3500 et seq. (hereinafter "M.M.B. Act"), the provisions of M.M.B. shall prevail.

ARTICLE 33. MISCELLANEOUS

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

[INTENTIONALLY BLANK]

ARTICLE 34. HOLD-HARMLESS; NON-SEVERABILITY

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

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

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

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

TIMOTHY E. FESKO, CHAIRMAN
Mono County Board of Supervisors

PHIL WEST, PRESIDENT
Mono County Sheriff's Department's
Management Association

APPROVED AS TO FORM:

MARSHALL RUDOLPH
COUNTY COUNSEL



RESOLUTION NO. 76-144
BOARD OF SUPERVISORS, COUNTY OF MONO
EMPLOYEE RELATIONS RESOLUTION

1
2
3 BE IT RESOLVED by the Board of Supervisors of the County
4 of Mono, State of California, in regular session assembled on
5 October 12th, 1976, pursuant to the Meyers-Miliias-Brown Act
6 (Government Code, Section 3500 et seq.) that the following
7 policies, rules and regulations are adopted:

8 Section 1. TITLE. This Resolution shall be known as
9 the Employee Relations Resolution of the County of Mono.

10 Section 2. PURPOSE. The purpose of this Resolution is
11 to promote the improvement of the employee relations between
12 the County of Mono and its employees by the establishment of
13 formal procedures not otherwise currently established by or
14 pursuant to law or ordinance, to provide for the orderly and
15 systematic presentation, consideration and resolution of employee
16 relations matters concerning wages, hours and other terms and
17 conditions of employment, and to assure at all times the orderly
18 and uninterrupted operations and services of County government.
19 Employees not organized under the provisions of this resolution
20 are not restricted to its terms and conditions.

21 Section 3. DEFINITIONS. As used in this resolution:

22 a. BOARD means the Board of Supervisors of the County of
23 Mono.

24 b. CONFIDENTIAL EMPLOYEE means any employee who may be
25 privy to the decision-making process of County management af-
26 fecting employee relations.

27 c. CONSULT OR CONSULTATION means verbal or written com-
28 munications or both for the purpose of presenting and obtaining
29 views or advising of intended actions, as between the County and
30 a registered employee organization.

31 d. COUNTY means the County of Mono, and other special
32 districts and agencies governed by the Board of Supervisors.

- 1 e. DAY means calendar day unless otherwise stated.
- 2 f. DEPARTMENT HEAD means a person who is elected to office
3 or appointed or employed by the Board, or otherwise chosen as the
4 principal employee of a department or district for the discharge
5 of duties provided by law or the performance of functions pursuant
6 to law.
- 7 g. EMPLOYEE means any person employed by the County except
8 elected officers.
- 9 h. EMPLOYEE ORGANIZATION means an organization which in-
10 cludes employees of the County and which has as one of its primary
11 purposes representing such employees in their relations with the
12 County.
- 13 i. EXCLUSIVE EMPLOYEE ORGANIZATION means a registered
14 employee organization which has the exclusive right to represent
15 the employees in a representation unit pursuant to a vote of the
16 employees in that unit.
- 17 j. FACT FINDING means the investigation of an impasse by an
18 impartial third party for the purpose of describing the issues in
19 dispute, stating the positions of the parties, and making findings
20 of fact on issues in dispute. It is advisory in nature and shall
21 not include recommendations as to settlement of the dispute un-
22 less so specified at the time it is agreed to be used.
- 23 k. IMPASSE means a deadlock in the meet and confer process
24 between a recognized employee organization and the County over any
25 matters subject to that process.
- 26 l. MAJORITY EMPLOYEE ORGANIZATION means a registered
27 employee organization whose represented members comprise a
28 majority of the employees in a unit and which has been certified
29 within the unit as the only organization to represent the emp-
30 loyees of that unit in meeting and conferring.
- 31 m. MANAGEMENT means the Board of Supervisors and department
32 heads, and may include a number of other employees designated

1 by the Board, who have primary responsibility for the formulation
2 and administration of County policies and programs.

3 n. MEDIATION means the effort of an impartial third party,
4 functioning as an intermediary, to assist the parties in reaching
5 a voluntary resolution of an impasse through interpretation,
6 suggestion, and advise.

7 o. MEET AND CONFER means the process whereby representatives
8 of the County and of qualified employee organizations in good
9 faith exchange information, opinions and proposals to reach timely
10 agreement on wages, hours and other terms and conditions of
11 employment, as contemplated by Government Code Section 3505.

12 p. REGISTERED EMPLOYEE ORGANIZATION means an employee
13 organization which has been acknowledged by the County as an
14 employee organization that represents employees of the County.

15 q. REPRESENTATION UNIT or UNIT means a unit appropriate for
16 employee representation as established in accordance with this
17 Resolution.

18 r. REPRESENTED MEMBER means an employee who is a member of a
19 recognized employee organization who has currently authorized that
20 organization to represent him in employee relations with the
21 County. Such status shall be subject to proof.

22 s. REPRESENTATIVE, depending on context, may mean a person
23 who is authorized and designated in writing by a registered
24 employee organization to represent the organization in dealing
25 with the County; it may also mean such organization as repre-
26 senting its member employees in a representation unit; or it may
27 mean or include the County representation.

28 Section 4. COUNTY REPRESENTATIVE. The County Administrative
29 Officer shall be the principal representative under the direction
30 of the Board of Supervisors to meet and confer and to consult with
31 recognized employee organizations.

32 Section 5. EMPLOYEE RIGHTS. Subject to the limitations set

1 forth in this Resolution, employees shall have the right to form,
2 join, and participate in the activities of employee organizations
3 of their own choosing for the purpose of representation on all
4 matters of employee relations.

5 Employees shall have the right to refuse to join or
6 participate in the activities of employee organizations, and shall
7 have the right to represent themselves individually in their
8 employee relations with the County if they are not represented
9 members of a registered employee organization.

10 The County and employee organizations shall not interfere
11 with, intimidate, restrain, coerce, or discriminate against
12 employees because of the exercise of their rights under this
13 section.

14 Section 6. MANAGEMENT RIGHTS

15 a. The following rights and functions are vested exclusively
16 in the County:

17 1. To determine the mission of each of its departments,
18 institutions, boards and commissions, pursuant to law.

19 2. To set standards of service to be offered to the public.

20 3. To exercise control and discretion over its own
21 organization and operations.

22 4. To direct, discipline and discharge its employees, in
23 accordance with law, ordinances and regulations.

24 5. To relieve its employees from duty because of lack
25 of work or for other legitimate reasons.

26 6. To determine the methods, means and personnel by which
27 its operations are to be conducted, including the performance
28 thereof by contract, and to determine work loads and staffing
29 patterns.

30 7. To prescribe qualifications for employment and determine
31 whether they are met.

32 8. To take all other action except as clearly and expressly

1 otherwise provided for by or pursuant to this Resolution.

2 b. The establishment, modification or exercise of County
3 rights shall not be subject to the meet and confer process, but
4 shall not preclude consultation as to the practical consequences
5 that decisions on such matters may have on wages, hours or other
6 terms and conditions of employment.

7 Section 7. CRITERIA FOR ESTABLISHING AN APPROPRIATE
8 EMPLOYEE REPRESENTATION UNIT. In the determination of appropriate
9 employee representation units, the following factors, among
10 others, are to be considered:

11 1. Community of interest among the employees.

12 2. The history of employee relations in a unit and among
13 other employees of the County.

14 3. The effect of the unit on efficient operations of County
15 Service and sound employee relations.

16 4. Dividing any classification among two or more units is
17 to be avoided wherever possible.

18 5. The existence of common skills and duties, comparable
19 working conditions of similar educational requirements.

20 6. Each unit should be the largest feasible group of
21 employees having an identifiable common or related interest with-
22 out reference to geographical locations or the same supervisors.

23 7. No unit shall be established primarily on the basis of
24 the extent to which employees in the proposed unit have organized.

25 Section 8. REPRESENTATION UNITS.

26 a. Upon adoption of this Resolution, the County Adminis-
27 trative Officer shall have the responsibility, in consultation
28 with employee organizations, to establish representation units,
29 and report the result to the Board of Supervisors for confirmation
30 after which the composition of the units shall be final. The
31 County Administrative Officer shall allocate new classifications
32 to units.

1 b. The County reserves the right at any time to establish
2 or permit the establishment of one or more executive, management
3 or confidential units and to allocate positions or classes thereto
4 from other units.

5 Section 9. REGISTRATION AND RECOGNITION OF EMPLOYEE
6 ORGANIZATIONS.

7 a. REGISTRATION. An organization that desires to become a
8 registered employee organization shall file with the County
9 Administrative Officer a written application signed by its
10 president and secretary which shall include the following.

11 1. The name and mailing address of the organization.

12 2. The names and titles of all of the officers of the
13 organization, including directors or other governing board
14 members, designating those who are employees of the County and
15 their respective departments and work locations, and those who are
16 employed by another employer.

17 3. A statement that the organization includes as its
18 members employees of the County, or of an agency governed by the
19 Board, who have designated the organization to represent them, and
20 a list of the current members who are such employees, the position
21 title, and the County department or agency where each is employed.

22 4. A current copy of its constitution and/or by-laws which
23 shall contain a statement that the organization has as one of its
24 purposes representing its member employees in their employment
25 relations.

26 5. A statement that the organization has no restriction
27 on membership based on race, color, creed, national origin,
28 political affiliation, sex or age.

29 6. A statement setting forth whether or not the organi-
30 zation is a chapter or local affiliate of a regional, state,
31 national, or international organization; and, if so, the name and
32 address of each such related organization.

1 7. A statement that a copy of the Employee Relations
2 Resolution has been received by the organization.

3 8. A designation of one name and address to which notice
4 delivered or sent by United States mail will be deemed sufficient
5 notice to the organization for any purpose.

6 9. A designation, signed by the president and secretary,
7 of those persons who are authorized representatives of the organi-
8 zation in any communication to the County government.

9 When an employee organization has fulfilled the foregoing
10 requirements as determined by the County Administrative Officer,
11 he shall notify the Board and acknowledge to the organization that
12 it is a registered employee organization.

13 b. MAJORITY RECOGNITION. Any registered employee organiza-
14 tion may in writing request recognition as the majority represen-
15 tative of a unit. Upon proof that its represented members com-
16 prise a majority of the employees within the unit, the County
17 Administrative Officer shall certify recognition of the organi-
18 zation as the majority representative of the unit. Thereafter,
19 the County Administrative Officer shall be required to meet and
20 confer only with such majority organization.

21 Notwithstanding the foregoing, individual employees shall
22 not be precluded from submitting to management any information
23 or advices regarding matters within the scope of this resolution.

24 c. MAINTENANCE OF REGISTERED STATUS. A registered employee
25 organization shall furnish to the County Administrative Officer
26 the following:

27 1. Not later than February 1 of each year, a complete list
28 as of the preceding January 1 of the names of its represented
29 members, with the unit and department where employed, for each.

30 2. Within 10 days after it has occurred, any change in
31 the organization's constitution or by-laws as previously filed, or
32 any change of affiliation with a related organization, and any

1 change of name and address for mailing notice to the organization.

2 d. TERMINATION OF REGISTRATION. An employee organization
3 shall cease to be registered upon order of the Board made after
4 reasonable notice and opportunity to be heard, for:

5 1. Repeated or long continued failure or refusal to comply
6 with any of the provisions of subsection d. of this section.

7 2. Intentional furnishing of false information to the
8 County required by this resolution, or intentionally misrepres-
9 senting membership of an employee or that he has authorized re-
10 presentation by the organization.

11 3. Participating in, encouraging or condoning any strike,
12 slowdown or work stoppage by employees.

13 Termination of registration terminates recognition as a
14 majority employee organization or an exclusive employee organi-
15 zation.

16 Registration of an organization may be suspended by the
17 County Administrative Officer, after reasonable notice of default
18 and failure to cure the same, for noncompliance with subsection d.
19 of this section, the suspension to continue until the default is
20 cured or registration is terminated.

21 Section 10. MODIFICATION OF UNITS.

22 1. A registered employee organization may propose the
23 modification of an established unit by filing a request with the
24 County Administrative Officer, accompanied by proof that its
25 represented members comprise 50 percent of the employees in the
26 unit. The County Administrative Officer may also propose a modi-
27 fication.

28 2. Within 15 days after proper notice to employees is
29 posted, any other registered employee organization may challenge
30 the appropriateness of the proposed unit or units and request a
31 different unit or units. The challenge shall be filed with the
32 County Administrative Officer and must be accompanied by proof

1 that the represented members of the organization comprise 50
2 percent of the employees within any unit proposed by the chal-
3 lenging organization.

4 3. If a challenge is filed, the County Administrative
5 Officer shall notify the organization which submitted the original
6 request for modification of the unit. If an amended request for
7 modification is not filed within seven days of such notice, the
8 original request for modification and the challenge shall be sub-
9 mitted to the Board as provided below. Upon the filing of an
10 amended request, the original request shall be deemed revoked and
11 the amended request shall be considered on its own merits as if
12 originally filed.

13 4. If a challenging request has been filed and the
14 challenge has not been resolved by amendment or withdrawal, the
15 County Administrative Officer shall submit the request and the
16 challenge to the Board. The Board shall hold a hearing on the
17 request and challenge, at which time the organization which filed
18 the modification request, and the challenging organization shall
19 be heard and the County Administrative Officer shall submit his
20 recommendations. The Board shall make the final determination on
21 the appropriateness of the representation unit or units.

22 Section 11. MEETING AND CONFERRING.

23 a. Employee organizations which have been certified as the
24 majority organization in an established representation unit shall
25 be exclusively entitled to meet and confer on wages, hours and
26 other terms and conditions of employment for the unit. Recognized
27 employee organizations or individual employees may consult with
28 the County Administrative Officer on wages, hours and other terms
29 and conditions of employment.

30 b. Meeting and conferring shall not be required on any
31 subject preempted by Federal or State law nor on employee or
32 Management rights as defined herein. Proposed amendments to this

1 Resolution are excluded from the scope of meeting and conferring
2 but are subject to consulting.

3 Section 12. IMPASSE PROCEDURE.

4 a. Impasse procedures shall not be requested by either party
5 until all attempts at reaching an agreement through meeting and
6 conferring have been unsuccessful.

7 1. The parties may mutually agree to request the assistance
8 of a mediator.

9 2. The parties may mutually agree to request the assistance
10 of a fact-finder.

11 3. The Board may determine on the action to be taken, with
12 or without a hearing thereon.

13 4. The parties shall jointly instruct the fact-finder
14 in writing on the facts they want ascertained and the issues on
15 which they want his recommendation, if any.

16 5. The report of the fact-finder shall be confidential and
17 submitted directly to the parties concerned. The parties shall
18 attempt to reach an agreement by negotiation on the basis of the
19 fact-finder's report. If the parties have not reached an agree-
20 ment within seven days after receiving the fact-finder's report,
21 they shall, within the next seven days, submit in writing their
22 positions on the unresolved issues to the Board. The County
23 Administrative Officer shall submit a copy of the fact-finder's
24 report to the Board along with his own recommendations. The
25 employee organization may also submit a report. The Board shall
26 then make the final decision.

27 b. Nothing shall preclude the fact-finder from attempting to
28 resolve the impasse by mediation at any stage of the proceedings
29 prior to the issuance of the fact-finding report.

30 c. The cost of mediation and fact-finding proceedings shall
31 be divided equally between the parties.

32 Section 13. ADMINISTRATION.

1 a. The County Administrative Officer shall have the
2 primary authority for the administrative interpretation of this
3 Resolution. The County Administrative Officer is authorized to
4 establish procedures to carry out the intent of this Resolution.

5 b. The enactment of this Resolution shall not be construed
6 as making the provisions of Section 923 of the California Labor
7 Code applicable to employees of the County, or employee organi-
8 zations, or of giving employees or employee organizations the
9 right to participate in, support, cooperate or encourage,
10 directly or indirectly, any strike, sickout or other total or
11 partial stoppage or slowdown of work. In the event employees
12 engage in such actions, they shall subject themselves to
13 discipline up to and including termination and may be deemed to
14 have abandoned their employment; and employee organizations
15 may thereby forfeit all rights accorded them under this
16 Resolution and other County law.

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24 PASSED AND ADOPTED by the Board of Supervisors, County of Mono, State of California this 12th day of
25 October, 19 76, by the following vote of said Board:

26 AYES: Supervisors Cain, Falconer, Hanson, Mahan, Sharp.

27 NOES: None

28 ABSENT: None

29
30 ATTEST: Ruby L. Strait
County Clerk


WALTER B. CAIN, CHAIRMAN
Board of Supervisors
County of Mono

31
32 By 
Principal Clerk

**MONO COUNTY
PERSONNEL SYSTEM
[Sheriff MGMT]**

- 010 Short Title**
- 020 Application**
- 030 No Contract Created**
- 040 Right to Amend, Delete or Suspend**
- 050 Definitions**
- 060 Classification and Reclassification**
- 070 Salary Plan**
- 080 Salary Upon Hire**
- 090 Salary Step Advancement**
- 100 Salary on Promotion**
- 110 Salary on Reclassification**
- 120 Salary Upon Demotion**
- 130 Salary Upon Transfer**
- 140 Salary Placement for Emergency, Seasonal, Limited Term, and Temporary Employees**
- 150 Recruitment**
- 160 Examination Process**
- 170 Selection Process and Appointments**
- 180 Probation**
- 190 Transfers**
- 200 Performance Evaluation, Step Increase and Performance Pay**
- 210 Hours of Work**
- 220 Overtime**
- 230 Compensatory Time**
- 240 Payroll Periods**
- 250 Attendance Records and Reports**
- 260 Vacation**
- 270 Sick Leave**
- 280 Family Medical Care Leave**
- 290 Leave of Absence Due to Death in Family**
- 300 Leave of Absence Due to Critical Illness in Family**
- 310 Military Leave of Absence**
- 320 Jury Duty Leave**
- 330 Miscellaneous Leave**
- 340 Pregnancy Disability Leave**
- 350 Voting Leave**
- 360 Administrative Leave**
- 370 Leave of Absence Without Pay**
- 380 Employee Standards of Conduct**
- 390 Discrimination Prohibited**
- 400 Retaliation Prohibited**
- 410 Anti-Harassment Policy**
- 420 Investigative and Corrective Action for Complaints of Discrimination and/or Discriminatory Harassment**
- 430 Anti-Violence in the Workplace Policy**

440	Improper Political Activity
450	Outside Employment/Restrictions
460	Drug and Alcohol Policy
470	Computer/Electronic Mail/Voice Mail/Internet Policy
480	Job Abandonment
490	Disciplinary Action – General
500	Disciplinary Action - Authority
510	Disciplinary Action – Types
520	Disciplinary Action – Grounds
530	Disciplinary Action – Effective Date
540	Personnel Appeals Board
550	Personnel Appeals Board – Appeal Procedure
560	Grievance – Definitions
570	Grievance - General Rules
580	Grievance – Procedure
590	Grievance – Confidentiality
600	Layoff
610	Personnel Records
620	Travel
630	Travel Authorization
640	Travel Reimbursement
650	Travel Advance
660	Travel Claim Procedure
670	Employer/Employee Relations Policy

010 Short Title

These Personnel Rules, Policies & Procedures shall be known as the “Mono County Personnel System.”

020 Application

The provisions of the Mono County Personnel System apply to all Mono County Sheriff’s Management Association employees unless a specific policy and/or procedure indicates otherwise. Exceptions to the application of this chapter are as follows:

A. If a provision of this chapter is in conflict with a provision of an applicable collective bargaining agreement negotiated between the County and a recognized employee organization, to the extent of such conflict, the provision of the bargaining agreement shall be controlling unless the provision in this chapter has been negotiated more recently.

B. Should a conflict exist between the provisions of this chapter and any state or federal law, the provisions of such state or federal law shall prevail.

030 No Contract Created

No provision in this chapter creates a contract of employment, expressed or implied, or any rights in the nature of a contract.

040 Right to Amend, Delete or Suspend

Any provision of this chapter may be amended by adding to, deleting or changing the provision, by action of the Board of Supervisors. Any provision may be suspended by action of the Board of Supervisors. The County will not take any action to amend, delete, or suspend a provision of this chapter without first meeting and conferring with the majority representatives of affected bargaining units.

The County Administrative Officer (CAO) may issue administrative policies and procedures in addition to the rules set forth in this chapter that are not inconsistent with or conflict with the provisions of this chapter or any collective bargaining agreement. This chapter may be amended by the Board of Supervisors to add any policy or procedure so issued.

050 Definitions

The following terms as used in this chapter shall, unless the context indicates otherwise, have the respective meanings set forth in this section:

1. Administrative Leave. Special leave which may be approved by the County Administrative Officer, or the Board of Supervisors, which temporarily relieves an employee from being present at work. This leave shall be granted to achieve a legitimate business purpose of the County. This leave shall be granted for a specified period of time.
2. Allocation. The official assignment of the position(s) to a designated class.

3. Anniversary date. The date recurring yearly upon an employee's most recent permanent appointment, including reclassifications, promotions and demotions.
4. Applicant. A person who has timely submitted all the required documentation for an examination.
5. Appointing Authority. The person(s) having authority to appoint or to remove persons from positions in the County service or a subordinate to whom this authority has been delegated. This authority is subject to approval or ratification by the County Administrative Officer or his or her designee.
6. Appointment. The conditional offer of and acceptance by a candidate to a position in the County service. Appointments are described in Section 170
7. At-Will Employee. Employees expressly designated as "At-Will" by the Board of Supervisors. It also includes emergency, limited term, retired annuitants, seasonal and temporary employees. At-will employees serve at the pleasure of the appointing authority and can be removed without cause or right of appeal.
8. Board of Supervisors. The Board of Supervisors of Mono County.
9. Business Days. Calendar days exclusive of Saturdays, Sundays, legal holidays, and County holidays.
10. Certification. The Human Resources Director's transmittal to a hiring department of names of available candidates for employment from a list of eligible's in the manner prescribed in these Rules.
11. Classification Plan. An orderly arrangement of titles and descriptions of separate and distinct classes in competitive civil service.
12. Continuous Service. Permanent employment with the County without interruption except for authorized absences or absences to serve in the armed forces of the United States.
13. County. The County of Mono, a political subdivision of the State of California; also known as "Mono County."
14. County Administrative Officer. (CAO) This position is responsible to the Board of Supervisors for the proper and efficient administration of all County offices, departments, institutions, and special districts under the jurisdiction of the Board of Supervisors. The Board of Supervisors and its members have delegated administrative supervision over County governmental activities to the County Administrative Officer and shall, except for the purposes of normal inquiry, not intervene or detract from the delegation. The general administrative responsibilities of this position are outlined in Section 2.84.060 of the Mono County Code. The person who fills this position is appointed by, and serves at the will and pleasure of, the Board of Supervisors.
15. Day. A day shall be an 8-hour calendar day unless otherwise specified. A working or business day shall be any day that the County is regularly open for business.

16. Demotion. A change of status of an employee from a position in one classification to a position in another classification with lesser duties and/or responsibilities, and a lower salary range. A demotion may be voluntary or involuntary. The demoted employee's anniversary date shall become the effective date of the demotion.
17. Department Head. The head of an established office or department including elected officers who head such an office or department. Unless specifically excluded all Department Heads have appointing authority.
18. Discharge. Separation from employment as a disciplinary measure or for failure to maintain requirements of minimum qualifications.
19. Discipline. Oral reprimand, written reprimand, suspension without pay, demotion, or dismissal of an employee.
20. Dismissal. Termination of a permanent full-time or permanent part-time employee for cause.
21. Domestic Partner. A person who is in a committed relationship with a County employee and has established a domestic partnership pursuant to California Family Code Section 297, and as that section may be amended from time to time.
22. Eligible List. Any of the lists of names of persons who have been found qualified through suitable examination for employment in a specific class or position in the competitive civil service arranged in rank order.
23. Emergency. An unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.
24. Emergency Employee. A person meeting the minimum qualifications for the job who is employed without going through the recruitment and selection process because of an emergency. Emergency employees serve at-will for a maximum of 30 consecutive working days and do not receive benefits unless required by law.
25. Employee. Any person holding a position of employment with the County which has been duly established by ordinance or resolution of the Board of Supervisors. This includes appointed Department Heads and appointed officers. It excludes elected Department Heads and elected officials.
26. Full-Time Employee. Shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal to those of a full workweek or work period as described hereinafter.
27. Hard to Fill. A determination made by the CAO when no qualified applications have been filed for an advertised vacancy in a classification for a period of at least six continuous months and when the business needs of a Department require the immediate filling of a vacant position.
28. Hiring Date. The date an employee is first hired by the County and the initial anniversary date. If an employee separates from continuous County employment a new hiring date shall be established

if the employee returns to County service unless the first hiring date is required to be maintained pursuant to state, federal, or County leave laws.

29. Human Resources Director. The position serving at the will and pleasure of the County Administrative Officer which has day-to-day responsibility for the management and administration of the County personnel system, job classification plan, compensation system, position control, and labor relations. The authority of this position is dependent upon the level of delegation granted by the County Administrative Officer.
30. Job Classification. A position or group of positions having the same title, class specification, minimum qualifications, and salary or salary range.
31. Layoff. Separation of an employee from employment because of lack of available work, lack of available funds, or reorganization.
32. Limited Term. Shall mean an appointment of an employee who only works for a fixed or limited duration. Where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. A limited-term employee may also be used to fill a regular position when the incumbent employee is on an approved leave of absence.
33. Limited Term Employee. An employee meeting the minimum qualification for the job and serving for a specified period of time with a definite beginning date and definite ending date. A person may not have a limited term appointment simultaneously with any other type of appointment. A limited term appointment may not be held for more than nine (9) months in any consecutive 12 month period. A person holding a Limited Term Appointment will be eligible to receive County of Mono benefits, except employees employed less than 1000 hours will not be eligible to receive PERS retirement or healthcare benefits. At the discretion of the County of Mono, a person having successfully completed a limited term appointment period will be eligible for re-appointment within the limitations described above.
34. Local Agency Personnel Standards (or "LAPS"). A personnel system and rules applicable to certain County employees (typically Social Services and Child Support Services) pursuant to State law and regulations generally set forth in 2 CCR Sections 17010 et seq., and as those rules may be amended from time to time.
35. Permanent Employee. Shall mean a person who is not on probation and is employed in a regular position. Can be permanent full-time, permanent part-time or limited-term position.
36. Permanent Position. Any employment within the County, comprised of a defined set of duties and responsibilities, duly authorized by the Board of Supervisors, and which requires the full-time or part-time employment of one person.
37. Permanent Status. The status of an employee who is retained in a permanent position after the successful completion of a probationary period.
38. Personnel Appeals Board. A panel consisting of three members appointed from a pool to hear disciplinary appeals and grievances, as described more fully in Section 540.

39. Probationary Period. Final phase of the examination period, lasting 12 months, during which an employee is required to demonstrate competency in the knowledge, skills, abilities, and character necessary to successfully perform the duties and responsibilities of a position. Periods of absence that are more than 20 working days long shall toll the probationary period for the number of days equal to the absence, and the County is entitled to ascertain if the employee can perform the full range of duties upon return from an extended leave of absence.
40. Probationary Status. The status of an employee who has been appointed to a permanent position but who has not completed the probationary period for that position.
41. Probationer. An employee who has probationary status.
42. Promotion. An employee is promoted when he/she moves from one classification to another classification with a higher salary and higher level of duties and responsibilities after successfully completing the examination process or by direct appointment.
43. Reassignment. Assignment of an employee without examination, from one position within a department to another position in the same department in the same class and at the same pay range.
44. Reclassification. A reallocation of a position to a different or a new classification because of a significant change over time in duties and/or responsibility.
45. Reduction in Lieu of Layoff. The voluntary reduction of an employee who has permanent status in a position for reasons related to lack of funds, lack of work, or reorganization.
46. Reemployment. The employment without examination of permanent employees separated from employment due to layoff.
47. Reinstatement List. An eligible list of names of persons, arranged in the order as provided by this Article, who have occupied permanent positions and who have been separated from their employment as a result of layoff and who are entitled to have their names certified to appointing authorities under the provisions of this Article.
48. Resignation. A resignation is a voluntary termination of employment initiated by the employee.
49. Retired Annuitant. An employee hired on a limited-term basis who has retired from public employment, is receiving PERS or reciprocal retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants.
50. Salary reallocation. Movement of a job classification from one salary range or rate to another salary range or rate by virtue of labor market analysis or readjustment of internal pay alignments. Such action must be approved by the Board of Supervisors. An employee shall not be moved to a lower pay step if the salary reallocation is from one salary range to another salary range.
51. Seasonal Employee. An employee hired to work only part of the year to conduct seasonal work. This employee may only be employed during specified periods of the year for 960 hours or less. A

seasonal employee is at-will, must complete the recruitment and selection process, and receives no benefits unless required by law. Designated classifications that otherwise meet this definition may be classified instead as permanent part-time employees, and seasonal employment positions may be filled by retired annuitants if so designated by the Board of Supervisors.

52. Seniority. Total length of the most recent continuous employment with the County.
53. Separation. The cessation of a person's employment from County service, including but not limited to resignation, medical separation, retirement, conclusion of appointment, removal, and discharge.
54. Shall and May. "Shall" is mandatory and "may" refers to a permissive action that the County, or its designated agent or employee, is authorized, but is not required, to take.
55. Suspension. An involuntary absence from work without pay for disciplinary reasons.
56. Temporary Employee. An employee hired part-time or full-time on a temporary basis that does not attain the status of a probationary or permanent employee and can be removed at any time without cause or right to appeal. Temporary employees are at-will, must complete the recruitment and selection process, and receive no benefits unless required by law. A temporary employee shall not work more than 125 days if employed on a per diem basis. If not employed on per diem basis, said employees shall not work more than 960 hours in a fiscal year or work full time for 6 months.
57. Transfer. A reassignment of an employee who meets the minimum qualifications from one department to another department either in the same classification or another classification at the same salary level or to a different classification in the same department with the same salary level.
58. Y-Rate. When an employee is placed in a job classification for non-disciplinary reasons (i.e. voluntary demotion, demotion in lieu of layoff, downward reclassification of position, etc.) with a lower rate and their current basic rate of pay exceeds the basic rate of the maximum step (E-Step) of the new job classification, the employee's rate of pay shall be frozen until such time that maximum step of the new job classification becomes equal to or greater than the employee's frozen pay rate. When that event occurs, the employee shall be placed on the maximum step of the new job classification and further pay adjustments shall occur as warranted. During the Y-Rate period an employee shall only receive a pay adjustment if they become eligible for a longevity pay adjustment if the employee is eligible for longevity pay pursuant to the employee's applicable collective bargaining agreement.

060 Classification and Reclassification

A. Classification Plan. A classification plan will be established for all County positions. The plan will consist of classifications as defined and described in the official class specifications as adopted by the Board of Supervisors.

B. Allocation of Positions. All positions in the County service will be allocated to an appropriate classification in the classification plan pursuant to an analysis performed by the Human Resource Director and approval by the Board of Supervisors.

C. Class Specification. A written description, known as a class specification, will be prepared for each job classification. Class specifications are descriptive and not restrictive. Each class specification shall include the following:

1. A general definition of the job classification;
2. Any specific factors which distinguish the job classification from similar job classifications;
3. The general placement of the job classification in the County organizational structure;
4. The essential functions of the job to be performed;
5. The essential duties and responsibilities of the job to be performed;
6. The knowledge, skill and ability requirements to successfully perform the job;
7. Any general or specific educational and/or experience requirements or preferences;
8. Any licensing and certification requirements;
9. The working conditions and physical and mental requirements of the job;
10. The classification specification shall also indicate the date on which it was prepared, a bargaining unit designation, FLSA status, and an EEO reporting category;
11. Any other information deemed necessary or desirable by the Human Resources Director.

D. Reclassification. A position may be reclassified after completion of a classification study. A position may be reclassified to a higher class, a lower class or another class at the same level.

1. A Department Head may request a reclassification.
2. Reclassification requests from the Department Head must be made in writing to the Human Resources Director during the budget process. At the discretion of the Human Resources Director, in consultation with the County Administrative Officer, a specific time period may be set aside for reclassification requests during any Fiscal Year.
3. Incumbents in a position being considered for reclassification shall be allowed to provide statements and evidence as may affect the reclassification of the position.
4. Incumbents of reclassified positions may be moved to the level of the reclassification if the position is reclassified to a higher level in a class series and the incumbent has performed the duties and responsibilities of the higher level classification and met minimum qualifications of the higher level, as determined by the Human Resources Director, in his or her sole discretion. In some instances, the reclassification study will result in the allocation of a new position or classification that may require a new recruitment, as determined by the Human Resources Director, in consultation with the CAO. The employee's anniversary date and step will not change. The Human Resources Director's decision may be appealed by the Department Head to the County Administrative Officer within ten (10) calendar days after the decision has been made in writing to the appropriate parties. The County Administrative Officer's decision shall be final.

070 Salary Plan

The Board of Supervisors will establish a salary plan for all classifications.

080 Salary Upon Hire

New employees shall be placed on the salary range for their classification at step "A." New employees may be placed above step "A" under the following circumstances:

- A. When the results of examinations conducted by or provided to the County as part of its recruitment process show a prospective employee or employee-examinee to possess exceptional qualifications, the Board of Supervisors may grant the appointing authority the power to hire such person at any salary step of a particular salary classification.
- B. Whenever there are no applications filed for an advertised vacancy in a classification during a period of at least six continuous months, and when the business needs of a Department require the immediate filling of a vacant position, the County Administrative Officer may, in his or her sole discretion, and subject to approval by the Board of Supervisors, determine that the classification is temporarily "hard-to-fill" and, on that basis, authorize the vacancy to be advertised and filled at any step, up to and including step E of that classification.
 1. Said determination may be made with respect to classification vacancies within a particular department. (e.g. if the classification is only "hard-to-fill" in certain departments.)
 2. The "hard-to-fill" determination shall remain in effect until the County Administrative Officer declares otherwise.
 3. In the event the determination is made and the "hard-to-fill" vacancy is filled at any step above step "A," then all existing employees in the same classification (only in the affected department in the event that the hard-to-fill determination has been so limited) shall receive one or more step increases, effective on the date the vacancy is filled (i.e., when the employment of the new employee commences), equal to the number of steps beyond step "A" at which the new employee has started.
 4. In the event that more than one vacancy exists or multiple vacancies occur during the period of time that the position is deemed "hard-to-fill" the total number of step increases by existing employees shall not exceed the greatest number of steps beyond step "A," at which any new employee is started. For example, if a new employee in a "hard to fill classification started at Step "C" (which is two steps beyond step "A"), then an existing employee at step "A" would move to step "C", and an existing employee at step "D" would move to step "E", and an existing employee at Step "E" will simply remain at that step. If a subsequent new employee started at step "D" (three steps beyond step "A"), then existing employees would only move one additional step (not exceeding step "E") in recognition of already having moved two steps previously when the first new employee started at step "C."
 5. If further vacancies are then filled while the classification remains "hard-to fill," there would be no additional step increases to existing employees. In other words, existing employees may receive no more than three step increases as a result of vacancies being filled in a "hard to fill" classification.

6. Step increases under this subdivision (B) shall not affect or change otherwise effective dates for step increases as set forth in any other subdivision of this policy.

090 Salary Step Advancement

After six months of satisfactory service a new, probationary employee who started at Step A, or a current employee promoted to a new position at Step A, is eligible to receive a step advancement to Step B. An employee receiving such a step increase will have their anniversary date changed to the date upon which the employee receives this step increase. All permanent County employees at any step other than Step "A," (excepting Department Heads, at-will employees, and elected officials) will become eligible to advance one step after a satisfactory service period of one year on the employee's anniversary date. Step increases shall not be automatic, but shall only be given upon affirmative recommendation of the Department Head following the completion of a performance evaluation where the performance is rated as satisfactory or better. Step increases may also be suspended by action of, or pursuant to the direction of, the Board of Supervisors.

- A. If an employee is hired after the 15th of the month, the first day of the month subsequent to the month in which the employee is hired becomes the employee's anniversary date.
- B. If an employee is hired on or before the 15th of the month, the first day of that month in which an employee is hired becomes the employee's anniversary date.

100 Salary on Promotion

An employee who is promoted to a different classification shall be placed on the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above the employee's current salary. The employee shall have a new anniversary date that is the effective date of the promotion.

110 Salary on Reclassification

A permanent employee who is reclassified will retain their present anniversary date and shall receive the salary set forth below:

- A. If the position is reclassified to a class with the same salary range as an employee's current job class, the salary and anniversary date of the employee shall not change.
- B. If the position is reclassified to a class with a higher salary level than an employee's current job class, the employee shall be placed on the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above the employee's current salary. The employee shall have a new anniversary date that is the effective date of the promotion.
- C. If the position is reclassified to a class which is allocated to a lower salary range, the salary and step of the employee will not change. The employee will retain their current salary rate until such time as the new salary rate is equal to or higher than his or her prior salary. When this event occurs, the employee's salary shall be adjusted to the new rate and further salary increases will occur normally.

120 Salary Upon Demotion

An employee who is demoted will be placed within the salary range for the class into which he/she is demoted. The salary may be set at the step which is lower and closest to the salary rate which the employee was receiving before a demotion, unless it is determined by the Human Resources Director that the demotion warrants a different step placement. The employee shall have a new anniversary date that is the effective date of the demotion.

130 Salary Upon Transfer

Any employee transferred from one County department to another in the same class will remain at the same pay step with the same anniversary date.

140 Salary Placement for Emergency, Seasonal, Limited Term, and Temporary Employees

Emergency, Seasonal, Limited Term, Retired Annuitants, and Temporary employees are at-will and shall not work more than 125 days if employed on a per diem basis. If not employed on per diem basis, said employees shall not work more than 960 hours in a fiscal year or work full time for 6 months. Emergency, seasonal, limited term and temporary employees shall be paid at a rate as determined by the County.

150 Recruitment

- A. Declaring a Vacancy. A Department Head will notify the Human Resources Director when a vacancy occurs or is anticipated. The Human Resources Director will review the official County Position Allocation List and verify that a vacancy does exist.
- B. Determining How Vacancy is Filled. The Department Head will communicate with the Human Resources Director and the Human Resources Director, after consulting with the Department Head and with the approval of the County Administrative Officer, will then determine if the vacancy will be filled through an interdepartmental transfer, from an existing eligibility list, an intra department promotion, or through an in-house or open recruitment. If there is an existing eligibility list for the vacant position, the vacancy may be filled from the list unless it includes less than five names. In the event an open recruitment is done, and interviews will be conducted, the County shall include in the group of candidates to be interviewed any qualified County employees who file timely and complete applications for the position, provided they have not been subject to any final disciplinary action within the prior twelve months.
- C. Announcement. If it is determined that an open recruitment should be done, the Human Resources Director will direct the preparation of the job announcement in consultation with the Department Head. Each announcement will state the duties and salary range of the class; the method of evaluating the education, experience and personal qualifications of

the applicants; the place and date to file an application; the selection procedures; and such additional information as may be appropriate in the opinion of the Human Resources Director. The announcement will also state where the principal office for the position is and a statement that the County may change principal office if necessary to meet County business needs.

- D. Posting of Announcement. The Human Resources Director will post a job announcement at appropriate County facilities, including County websites, so that it is accessible to County employees, employee organizations, and the public. If deemed appropriate, the Human Resources Director will advertise in newspapers circulated throughout all areas of the County, prepare a campaign of advertisement outside the County, as determined by the Human Resources Director, and send the announcement to other appropriate governmental agencies.
- E. Application. Unless otherwise announced, all applications for employment must be made upon a County employment application form. Each application must be signed by the applicant and certified that all statements contained therein are true and correct. The original application must be filed as indicated in the job announcement. All applications, resumes and documents pertinent to an application for employment become the property of the County. Final determination as to the qualifications for a position rests with the Department Head and the Human Resources Director.
1. All applications must be filed within the time specified in the job announcement, unless the time for filing is extended by the Department Head with the approval of the Human Resources Director.
 2. A separate and complete application is necessary for each new recruitment unless a previous application is on file for a period less than one year.
 3. The recruitment may be for a specific time period or may be, upon the recommendation of the Department Head and Human Resources Director, a continuous or open recruitment until filled by a qualified applicant.
- F. Disqualification of Applicants: The Human Resources Director, in consultation with the Department Head, may refuse to accept an application, refuse to examine an applicant, or otherwise consider any person ineligible for employment who:
1. Lacks any of the minimum qualifications established for the position for which the applicant applies;
 2. Is physically or mentally unable to perform the duties of the position and, if the applicant is disabled, cannot be reasonably accommodated or would present a direct and imminent threat as defined under federal and state law.
 3. Is a current user of illegal drugs;
 4. Has been convicted of a misdemeanor which is job related, a crime of moral turpitude, or of any felony;

5. Has been dismissed from any position for any cause which would be cause for dismissal from County service;
6. Has attempted to practice any deception or fraud in the selection procedure or in securing eligibility;
7. Has used or attempted to use political influence or other methods in order to gain advantage in an examination, application or employment;
8. Failed to reply within a reasonable time to any communication concerning an applicant's availability for employment, as determined by the Human Resources Director.
9. Has made himself or herself unavailable for employment by requesting his/her name be withheld from placement on a certified eligibility list;
10. Is a relative by blood or marriage to a County Officer or appointed Department Head of the department in which employment is sought, or would be a direct supervisor of, or subject to the direct supervision of, a relative by blood or marriage, unless such employment is authorized by a four-fifths vote of the Board of Supervisors; or
11. For any material cause which in the judgment of the Human Resources Director, in consultation with the Department Head, will render the applicant unsuitable for the position, including but not limited to information obtained during a background and/or reference check, a prior resignation or termination from employment, failure during any probationary period, failure to pass the background check for a similar position in the County, or prior disciplinary action.

160 Examination Process

- A. The Human Resources Director will conduct an examination process whenever he or she determines that it is necessary. A Department Head will be consulted in advance as to the nature of the examination. The examination will be competitive, impartial, practical in character, and fairly test the relative ability of the persons examined to discharge the duties and responsibilities of the classification for which the examination is given. Only applicants who meet the minimum qualifications for the position as established in the job announcement or class specification (and who is not otherwise disqualified) may be advanced in the examination process.
- B. The examination process may include, but is not limited to, one or more of the following:
 1. An appraisal of qualifications presented in the application materials. A quantifiable rating may be assigned to distinguish those candidates who are most qualified to be advanced further in the process or to establish a ranking of candidates if no further examination process is conducted;
 2. A written examination specifically related to the job functions of the class for which the examination is being conducted;

3. A field test and/or performance test;
 4. An Oral Examination Board. If an oral examination board is used, the board must have at least two members who are subject matter experts in the area examined, as determined by the Department Head or Human Resources Director in their sole discretion;
 5. Additional Oral Interviews. The most qualified candidate(s) may be asked to participate in additional oral interviews following the other steps of the examination process.
- C. Reasonable Accommodation and Testing. Should an otherwise qualified applicant for a position who is disabled within the definition of State or federal law request reasonable accommodation for any part of the examination process, the Human Resources Director shall modify the examination process for that particular applicant.
- D. Background Investigation. Candidates for County employment may be subject to appropriate investigation including but not limited to:
1. Employment history investigation including references;
 2. Personal and character investigation including credit history;
 3. Fingerprinting;
 4. Search of record of convictions and for some classifications search of record of arrest(s);
 5. Post-employment offer physical or psychological test including a drug and alcohol screen test for designated job classifications for which such testing is necessary;
 6. Verification of education or license if required for the job; and
 7. Post-employment offer proof of citizenship or legal right to work in the United States.
- E. Eligibility List. The names of candidates successfully passing an examination in the opinion of the Human Resources Director may be entered on an eligibility list for the vacant position.
- F. Duration of Eligibility List. An eligibility list resulting from the examination process may be in effect for 12 months from the date it is established and may be extended or abolished in the discretion of the Human Resources Director. The names of candidates may be removed from the eligibility list for the following reasons:
1. For any cause of disqualification as set forth above in section 150.F.
 2. Any evidence that the candidate cannot be located by the postal authorities.

3. On receipt of a statement from the candidate declining an appointment or stating that the candidate no longer desires consideration for a position for a position for which the list was established.
 4. After refusal of two offers of appointment to the class for which the eligibility list was established.
 5. Failure to respond within a specified time after an offer of employment without suitable explanation.
- G. Alternate Eligibility List. If a department other than the department with the vacancy has established a qualified eligibility list, the Department Head seeking to fill a vacancy in the same classification may select any candidate from the list established by the other department. Any further examination of the candidate will be at the discretion of the Department Head seeking to fill the vacancy.
- H. Eligibility List for Another Class of Same or Higher Rank. Where no eligibility list is in existence for a classification, appointment may be made from a list created for another class of the same or higher rank in the same or in a related series if the duties of the class for which the selection procedure was given includes substantially all of the duties of the position to be filled and provided that the Department Head finds that the use of the list is in the best interest of the County and that the necessary skills and knowledge were adequately tested in the selection procedure.

170 Selection Process and Appointments

- A. Selection of job candidates. The Department Head may select any candidate whose name appears on the eligibility list. Prior to appointment, the Department Head shall interview selected candidates of their own choosing from the eligibility list unless the Department Head participated in interviews during the examination process.
- B. Veterans' Preference. If two or more candidates are equally qualified for a position, the appointing authority will select the candidate who is a veteran pursuant to Government Code section 50088.
- C. County Employee Preference. If two or more candidates are equally qualified for a position, the appointing authority will select the candidate who is a current County employee.
- D. Order of Lists. If more than one eligibility list exists for a vacant position, the appointing authority shall use them in the following order:
1. Reemployment List following layoff.
 2. Current Eligibility List for vacancy.
 3. Alternate Eligibility List.
 4. Eligibility List for another classification of the same or higher job classification.
- E. Appointment Procedure. Appointments will be made in writing. The Human Resources Director or his or her designee shall notify the candidate of the decision to appoint and provide other pertinent information.

F. Types of Appointment.

1. At-Will Appointment. Appointment of an employee to a position identified in the County list of job classifications as an At-Will position. These include all employees designated as emergency, seasonal or temporary employees. Such employees serve at the pleasure of the appointing authority and may be removed at any time without cause and without right of appeal.
2. Permanent Appointment. An employee appointed to a position that has successfully completed and passed the probationary period. Permanent appointments may either be made to full-time or part-time positions.
3. Probationary Appointments. An employee who has been appointed to a position who has not completed the probationary period required for permanent appointment.
4. Emergency Appointment. In an emergency or exigent situation, when it is necessary to prevent disruption of public business, loss of life, or damage to persons or property, the County Administrative Officer may employ such persons as may be needed for the duration of the emergency without regard to the personnel rules governing appointments and medical examinations. An emergency employee may be employed for up to 30 days. Employees in this category are at-will and receive no benefits except by law.
5. Limited Term Appointment. An appointment for a specified period of time with a definite beginning date and definite ending date. A person may not have a limited term appointment simultaneously with any other type of appointment. A limited term appointment may not be held for more than 9 (nine) months in any consecutive 12 (twelve) month period. A person holding a Limited Term Appointment will be eligible to receive County of Mono benefits except people employed less than 6 months or 960 hours shall not receive PERS retirement or healthcare benefits. At the discretion of the County of Mono, a person having successfully completed a limited term appointment period will be eligible for re-appointment as a limited term within the limitations described above. Employees in this category are at-will. The County shall not use limited-term appointments to replace permanent full-time employees.
6. Seasonal Appointment. An individual may be employed on a recurrent basis for specified periods of the fiscal year for 960 hours or less. The seasonal employee must go through the recruitment and interview process; however, if an eligibility list is established and kept current, it may be used for more than one year. Student Internships are included in this category. Unless otherwise specified by a collective bargaining agreement with the County, employees in this category are at-will and receive no benefits except by law.
7. Temporary Appointment. An individual employed on a temporary basis for no

more than 960 hours a fiscal year. Temporary employees are sometimes referred to “extra help.” A temporary employee must complete the selection process. Such employees are at-will and receive no benefits except as required by law.

8. Retired Annuitant. An employee hired on a limited-term basis who has retired from public employment, is receiving PERS retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants. A retired annuitant may be a temporary, seasonal, or emergency appointment. Such employees are at-will and receive no benefits except as required by law. Such employees may not be employed for more than 960 hours during any fiscal year.
- G. Report of Hiring Decisions. All hiring decisions for positions in the County service, whether permanent, at-will, emergency, seasonal, or temporary, will be reported promptly to the Human Resources Director by the appointing authority.
- H. Notification to Unsuccessful Candidates. After the appointing authority has selected the successful candidate the Human Resources Director shall notify the eligible candidates not selected of their non-selection to the position. Those candidates not selected will remain on the eligibility list for that job classification or position.
- I. Appointment of Department Head. All appointments of non-elected Department Heads shall be made by the County Administrative Officer (CAO) unless state law gives appointment authority to the Board of Supervisors. Appointment of such Department Heads must be made or ratified by the Board of Supervisors.

180 Probation

- A. Purpose. Every person appointed to a permanent position after certification from an eligible list shall serve a period of probation, while occupying the position, which shall be considered a part of the test of fitness. The probationary period is the final phase of the examination process. It is a trial period during which an employee is required to demonstrate competency in the knowledge, skills, abilities, and character necessary to successfully perform the job and become a permanent employee. Some positions may also require, as a condition of passing probation, possession of required certificates and/or licenses. This period will be utilized for closely observing the employee’s work to determine the employee’s fitness and/or suitability for the job and permanent status. Periods of extended absence shall not count towards employee’s completion of probation. In situations of extended absence, the Probation period may be tolled or extended so that the County has sufficient time to observe that the probationary employee can perform the full range of duties. There shall be no other extensions of the probationary period granted.
- B. Probationary Period. Upon initial appointment, employees serve a probationary period of 12 months commencing on the first date of employment. This period may be tolled if the employee has an extended approved leave of absence, but in no event may the probationary period exceed a total of 12 months of actual employment.
- C. Probation Upon Promotion. A permanent employee who is promoted to a new position serves a probationary period if probation is made a condition of the promotion by the

Department Head. The employee continues to have the right to use any accrued leave. The probation period may be up to three (3) months at the discretion of the appointing Department Head. This period may be tolled if the employee has an approved leave of absence of more than ten consecutive work days.

- D. Promotion During Probation. An employee may be promoted during the probationary period under one of the following two conditions:
1. The employee has satisfactorily completed at least the first six months of the initial probationary period and the employee's individual classification has been duly allocated and defined as a series-allocation where the employee may be promoted within the allocation at the appointing authority's discretion without filling or creating a vacancy (e.g., Appraiser I/II/III, Custodian II/III).
 2. The employee's position has been reclassified and the employee has been working out of class. The employee may be promoted to the reclassified position regardless of how many months of the initial probationary period have been completed.

A promotion pursuant to this section shall not change the probationary status of the employee, nor affect the duration of the initial probationary period (he or she shall serve the remaining time of the initial probationary period).

- E. Application For Vacant Positions While in Probationary Status. A probationary employee shall have the right to apply for a vacant position as an outside candidate when there is an open recruitment. If the probationary employee is selected, he or she begins a new twelve month probationary period and will be placed at the same step in that position's salary range as would a new employee. Appointment to the new position does not change the probationary employee's date of hire and will not be considered as a break in service for purposes of determining County benefits, or right to utilize sick and vacation time. Eligibility for promotion to Step B will occur after six months of employment in the new position.
- F. Evaluation During Probationary Period. A probationary employee shall be evaluated as frequently as necessary to determine that the employee is properly performing the duties and responsibilities of the position. There will be no less than four evaluations of the performance of the employee during the probationary period to be conducted on or before the end of each three-month period. Evaluations during the initial six months are to be completed at least five working days prior to the completion of each successive three-month working period. If an employee has not performed satisfactorily during any three-month period, the employee will be terminated. A final evaluation shall be completed prior to the end of the final month of probationary status and an employee who has not performed satisfactorily will be terminated. Any failure to conduct a performance evaluation described herein does not confer any right to acquire permanent status, and all probationary employees are subject to paragraph G, below.

- G. Release During Initial Probation. At any time during the probationary period an employee may be released from employment without cause and without right of appeal. No employee may be released from employment for any unlawful reason.
- H. Reinstatement From Probation in Promoted Position. If a permanent employee is found to be unsatisfactory following a promotion, the employee will be reinstated to the employee's former position and, if the position has been filled, will "bump" the employee who filled it. If the bumped employee who filled it transferred from another County position, then they shall return to their former position and, if that position has been filled, then they will "bump" the employee who filled it, and so on. If the last employee who has been bumped has no former County position to return to and has not yet passed probation, then they shall be separated from County service. If the employee's former County position has been eliminated or permanently filled, the County will make a good faith effort to place the employee in an appropriate position at the same pay range as the former position if such a position has been allocated, is not presently filled, and for which the employee is qualified.
- I. Benefits During Probationary Period. A newly-hired probationary employee earns all the benefits due a permanent employee but cannot use vacation leave during the first six months of the initial probationary period. Benefits with cash value (such as uniform allowance, etc.) may require a prorated reimbursement by the employee if the employee separates from County service during the first six month period.
- J. Permanent or Regular Appointment. An employee who successfully completes the initial probationary period will acquire permanent status. Permanent status may also be referred to as regular status and those terms are interchangeable.

190 Transfers

- A. Voluntary Transfer. A permanent employee may initiate a request to transfer to another position in the same or lower classification for which the employee is qualified in the opinion of the Human Resources Director by submitting a request to transfer to the Human Resources Department. With the approval of the Department Head for whom the employee now works, the Department Head for whom the employee wishes to work, and the Human Resources Director, the employee may be transferred to the new position when the first vacancy becomes available, subject to the approval of the CAO. An employee transferring in to a new department may be required by the new Department Head to be placed on probation for a period to be determined by the Department Head not to exceed twelve months.

200 Performance Evaluation/Step Increase

- A. Purpose.

All employees, regardless of their specific status, shall be provided with a regular performance evaluation. The purpose of employee performance evaluations is as follows:

1. To identify and document how an employee is performing for supervisors, managers and the employee being evaluated.

2. To establish a basis for consideration in approving transfers, promotions, demotions, reinstatements, discharges, eligibility for performance pay, and other personnel transactions.
 3. To assist individual employees in achieving maximum work performance by discussing and establishing performance goals and work objectives and reviewing progress towards achieving them.
- B. Performance Evaluation Report. Evaluation of the work performance of an employee will be recorded in a written performance evaluation to be placed in the employee's personnel file. The report will be done on the form developed by Human Resources.
- C. Step Increase. An employee must have at least satisfactory performance as indicated in their performance evaluation report to receive a Step Increase. Performance evaluations for employees eligible for a Step Increase are to include the supervisor's or manager's recommendation regarding the increase.
- D. Timelines of Evaluations.
1. Permanent employees and at-will employees, whether part-time or full-time, shall be evaluated on a systematic basis at least once per year. Emergency, seasonal, temporary, and retired annuitant employees shall be evaluated at the end of each six months or the end of their service whichever is first.
 2. During probationary employment, the Department Head or immediate supervisor is required to evaluate the performance of a probationary employee as frequently as necessary to ascertain whether the employee is properly performing the required responsibilities and duties. There shall be no less than four such evaluations within the probationary period. Each evaluation shall be completed at least five (5) working days prior to the completion of each successive three-month period commencing with the first day of employment.
- E. Evaluation Conference. The Department Head or designated supervisor, and the employee will discuss each performance evaluation. Each employee shall receive a written copy of the evaluation at the time it is reviewed with the employee. The employee must sign the evaluation form to acknowledge receipt of the evaluation report. If the employee refuses to sign the evaluation form, the supervisor performing the evaluation or Department Head shall enter a notation on the evaluation that states "refused to sign."
- F. Employee's Response. The employee will be allowed to make a brief written statement (limited to three typed pages) addressing specific concerns raised in the evaluation, which must be submitted within ten (10) business days of the date of the employee's receipt of the evaluation. The employee's response should be submitted to Department Head with a copy to the Human Resources Department.
- G. Placement in Personnel File. A copy of the performance evaluation, the employee's written statement, and all amplifying documents and records will be made a permanent part of the employee's personnel record.

- H. Improvement Plan. If the Department Head or immediate supervisor determines that an employee's performance is unsatisfactory, or that improvement is needed, the Department Head shall take reasonable steps to assist the employee to improve. These directions may be set forth in a written performance improvement plan ("PIP"). Failure by the employee to show satisfactory effort and improvement, or to comply with any requirements set forth in a written performance improvement plan, will be considered grounds for disciplinary action, up to and including termination.

210 Hours of Work and Holidays

A. Work Hours. Generally County employees work a five-day, forty-hour work week. Alternative work week schedules may be allowed and approved when necessary for department business and when approved by the CAO. Each Department Head or designee shall prepare a work schedule that complies with the following general policies:

1. County offices shall be open from 8:00 a.m. to 5:00 pm, unless as otherwise determined by the Department Head, with the approval of the CAO.
2. Two fifteen (15) minute breaks shall be offered to all employees such that one may be taken in the morning and one in the afternoon. Breaks may not be accumulated and may not be taken in the first fifteen (15) minutes of the work day or the last fifteen (15) minutes of the work day. Breaks may not be added to the lunch hour.
3. Lunch breaks shall be normally for a period of one hour, and may be staggered in time so that offices can remain open during the lunch hour. Lunch may not be taken during the first two hours or the last two hours of the work day. A Department Head may establish an alternate department policy subject to CAO approval.
4. A Department Head may authorize in advance, on an individual basis, a temporary change in the normal work schedule when necessary to meet business requirements.

B. Holidays. The following are established as County Holidays. The Board of Supervisors may add, eliminate, or modify the holidays designated below by resolution or holidays may be adjusted pursuant to a collective bargaining agreement.

1. January 1st, known as "New Year's Day." If New Year's Day falls on a Saturday, the preceding Friday, December 31st, will be the New Year's Day holiday;
2. The third Monday in January, known as "Martin Luther King Day;"
3. The third Monday in February, known as "Presidents' Day;"
4. March 31st, known as "Cesar Chavez Day;"
5. The last Monday in May, known as "Memorial Day;"
6. July 4th;
7. The first Monday in September, known as "Labor Day;"
8. The second Monday in October, known as "Columbus Day;"
9. November 11, known as "Veterans' Day;"
10. The Thursday in November appointed as Thanksgiving Day and the Friday following Thanksgiving Day;

11. The 24th Day of December, known as “Christmas Eve Day.” If the 25th Day of December falls on a Saturday, the Christmas Eve Day holiday will occur on the preceding Thursday, December 23rd;
12. The 25th Day of December, known as “Christmas Day.” If the 25th day of December falls on a Saturday, the Christmas Day Holiday will occur on the preceding Friday, December 24th. If the 25th day of December falls on a Sunday, the Christmas Day Holiday will occur on the following Monday, December 26th;
13. The 31st Day of December, known as “New Year’s Eve Day.” If January 1st falls on a Saturday, the New Year’s Eve Day holiday will occur on the preceding Thursday, December 30th;
14. Every day appointed by the President or Governor for a public fast, Day of Thanksgiving, or holiday when such day applies to California Counties.

C. When Holidays Fall on a Weekend. If January 1st, July 4th, or November 11th falls upon a Sunday, the Monday following is a holiday. If said holidays fall on a Saturday, the Friday preceding is a holiday. If March 31st falls on a weekend, there is no paid holiday.

D. Personal Holidays. Every employee shall be entitled to two personal holidays per calendar year, unless a different amount has been set forth in a collective bargaining agreement. The appointing authority may require the employee to provide five (5) working days notice in advance of the use of a personal holiday.

220 Overtime

Except as provided in an applicable memorandum of understanding, or by the State or Federal Government, the rules regarding overtime are set forth below.

- A. Authorization for Overtime. As a matter of general policy, the County does not permit employees to work overtime and will provide adequate staff to handle normal operations. However, non-exempt employees may be required to work overtime at the discretion of, and with the prior approval of, their supervisor.
- B. Overtime Defined. Overtime for non-exempt employees is defined as hours assigned to be worked and actually worked (except for authorized rest periods) in excess of forty (40) hours in the employee’s designated seven (7) day workweek. (A different work period and maximum hours may apply to specific safety classifications.) Compensatory time used during the workweek will not be included as hours worked.
- C. Discipline If Not Authorized. Non-exempt employees working overtime when not expressly authorized to do so by their supervisor will be paid as required by law and shall be subject to discipline. Supervisors’ improperly authorizing overtime to non-exempt employees will be subject to discipline.
- D. Compensation. Overtime assigned and worked by non-exempt employees shall be compensated at time and one-half (1-1/2) their regular rate of pay or as required by federal wage and hour laws.
- E. Recordkeeping. Records of all overtime earned and accrued shall be kept by each department and submitted to the Department of Finance.

230 Compensatory Time

Unless otherwise precluded by a Memorandum of Understanding , an employee may request Compensatory Time at the time his/her time sheet is submitted for the pay period when the overtime was earned, and the supervisor may in his/her discretion approve compensation in the form of accrued compensatory time at time and one-half (1-1/2). An employee may not accrue more than eighty (80) hours compensatory time at any time, unless a Memorandum of Understanding between the County and a bargaining unit provides for a different accrual rate.

Use of compensatory time-off earned may be granted provided that: 1) its use does not unduly disrupt the operations of the County; and 2) the request is made to the employee's Department Head or designee no later than five days prior to the time when the employee desires to use the leave.

Overtime will be compensated in pay after 80 hours of CTO have accumulated, unless otherwise provided for in a written Memorandum of Understanding.

240 Payroll Periods

Mono County has twelve payroll periods per year. Each pay period begins on the first day of the month and ends on the last day of the month. Specified departments may have a different pay period in order to efficiently process the payroll. From each employee's check, federal tax, and any other mandatory federal deduction, state tax, employee's association dues, and retirement contributions are deducted. Court ordered deductions and voluntary deductions approved by the County and the employee may also be deducted. Checks may be either hand delivered to the employee, mailed to employee's home or directly deposited to employee's bank, as directed by the employee.

250 Attendance Records and Reports

Each Department Head, or designated representative, will keep an accurate and current record of the attendance, absence, and status of each employee within the department, including records which reflect the amount of sick leave, vacation time, overtime worked, and compensatory time off accrued and allowed, and such other records as may be related to the attendance and status of the employee.

- A. The Department Head will report to the Director of Finance, on forms provided by the Director of Finance, on the twentieth calendar day of each month, as to the daily attendance during the preceding month of each such employee within the department, listing all the absences of each such employee and other information necessary to determine compensation due to each employee.
- B. The Director of Finance will maintain a record for each employee to determine compensation due to each such officer or employee.
- C. The Human Resources Director, or his or her designee, will maintain a record of time used pursuant to leave taken pursuant to Sections 280-310 and Section 340.

260 Vacation

- A. Accrual. Unless provided otherwise in an applicable Memorandum of Understanding, or pursuant to an “At-Will” contract or agreement, eligible employees and appointed officers, including permanent and probationary employees, and excluding emergency, seasonal, and temporary employees, shall be entitled to accrue vacation leave with pay for each year of full-time service as follows:

Initial employment . . . 10 days vacation per year
After three years of continuous service . . . 15 days vacation per year.
After ten years of continuous service 17 days vacation per year.
After fifteen years of continuous service . . . 19 days vacation per year.
After twenty years of continuous service. . . 20 days vacation per year.

- B. Part-Time Accrual. A permanent part-time employee accrues vacation with pay in the same proportion that his/her working hours bear to the normal working hours of full-time employees in the position.
- C. Maximum Accrual. The maximum number of vacation days that may be accrued by any employee shall not exceed two and a half times the employee’s annual accrual rate. When the employee reaches the maximum accrual at the end of a calendar year, he/she shall cease earning vacation until such time that he/she has a maximum accrual less than two and a half times his/her earning rate.
- D. Payment on Separation. Any employee who earns vacation will be compensated for all accrued vacation upon separation from County employment.
- E. Limitation on Initial Use. Each eligible officer or employee earns vacation upon the first day of employment, but vacation may not be taken until the officer or employee has been continuously employed by the County for six (6) months, or as provided in an “At-Will” employment agreement.
- F. Vacation Leave Use. Vacation leave may not be taken without written request to the Department Head and notification from the Department Head that the request has been approved in advance of the vacation leave. Vacation should be scheduled as far in advance as reasonably possible.

270 Sick Leave

- A. Definition. Sick leave is leave from duty with pay which may be granted to an employee when an employee is physically or mentally unable to perform his or her duties due to the employee’s illness, injury, or medical condition, or because of illness or injury to a family member, or domestic partner, or for a medical, dental or optical appointment to the extent such appointment cannot be scheduled outside the workday.
- B. Eligible Employees. All permanent employees except emergency, seasonal or temporary employees are entitled to accrue sick leave. Permanent employees employed on a part-time basis shall receive prorated sick leave.

- C. Sick Leave Accrual. Unless an applicable collective bargaining agreement provides otherwise, eligible employees will accrue sick leave at the rate of one day of sick leave for each calendar month of full-time service to the County. Permanent part-time employees accrue sick leave on a prorated basis.
- D. Sick Leave Use. Unless an applicable collective bargaining agreement provides otherwise, sick leave up to five (5) consecutive working days may be granted by an employee's Department Head. An employee taking an anticipated sick leave shall provide reasonable advance notice to their Department Head or designee. The Department Head or Risk Manager may require a physician's certificate or other relevant evidence of illness or injury. Sick leave will be used concurrently with other medical leaves of absence. If sick leave extends beyond 5 days, or is taken on a regular intermittent basis, the Department Head will immediately notify the Risk Manager.
- E. Call In Requirement. Employees who are sick and unable to come to work must call in to their supervisor or designee within one hour of the time they are required to report to duty each day of the absence. If the employee is unable to call in due to the serious nature of the illness or injury, they are required to call in, or have someone make such notification on their behalf, as soon as that notification can be reasonably made.
- F. Employee Sick Leave Used for a Family. Sick leave may be used due to the illness or injury of a child, spouse, parent, or domestic partner. The Department Head may require a physician's certificate or other evidence of illness or injury. In addition to this provision leave to care for a sick or injured family member may also be provided pursuant to Section 280, and may run concurrent with leave granted under FMLA and CFRA.
- G. Sick Leave Use During Probation. Employees may use accrued sick leave during the probationary period. Without any accrued leave a probationary employee required to be absent from work due to illness or injury will take Leave Without Pay (LWOP).
- H. Sick Leave Usage for Industrial Accidents. Any employee absent due to injury or an illness arising out of and occurring in the course of County employment may elect during such absence to apply accrued sick leave to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by the employee under the Workers' Compensation Act and regular County pay, not to exceed the amount of accrued sick leave. The employee may elect to use any accrued vacation time and compensatory time after sick leave is exhausted. The rights of public safety officers are additionally protected by Labor Code Section 4850, incorporated herein by reference.
- I. Sick Leave Usage for State Disability Insurance Benefits. Any employee with an approved claim to receive State Disability Insurance Benefits shall use accrued sick leave during the employee's approved medical absence for which disability benefits are received in an amount necessary to backfill the amount of the disability benefits in order to receive full wages. The employee may elect to use any accrued vacation and compensatory time after sick leave is exhausted.
- J. Leave Usage for Paid Family Insurance Benefits. Any employee who has made a claim to receive Paid Family Insurance Benefits shall use accrued vacation during the absence of the employee for which insurance benefits are received to backfill the amount of the

benefits in order to receive full wages for as long as accrued vacation leave is available and eligibility to receive Paid Family Insurance Benefits continues. The employee may elect to use any accrued sick leave and compensatory time after vacation leave is exhausted.

- K. Excessive Sick Leave Usage or Abuse of Sick Leave. An employee who is excessively absent may be subject to disciplinary action. When determining if excessive or improper sick leave is being used, the pattern of absence and any other information concerning the use of the sick leave may be considered. An employee will be subject to disciplinary action for abuse of sick leave when the employee claims entitlement to sick leave yet it is determined that he/she has not met the requirements for sick leave usage as set forth in this section.
- L. Payout at Separation. Unless an applicable MOU indicates otherwise, employees who have completed five (5) years or more of continuous service and retired, resigned, terminated, died or are laid off will be paid one half of all accumulated sick leave at the straight time rate of pay to a maximum of 400 hours. If the employee has died payment will be made to the employee's designated beneficiary, or if none, to the employee's estate. Employees who have completed ten (10) years or more of continuous service and retired, resigned, terminated, died or are laid off will be paid 100% of all accumulated sick leave at the straight time rate of pay to a maximum of 896 hours.
- M. Leave Pool. In accordance with applicable collective bargaining agreements, the County may establish and administer a catastrophic leave pool program.

280 Family Medical Care Leave

- A. Statement of Policy - To the extent not already provided for under current leave policies and provisions, the County will provide Family and Medical Care Leave for eligible employees as required by, and pursuant to, state and federal law. Unless otherwise indicated, "leave" under this section will mean leave pursuant to the Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"). Any changes to said laws will be incorporated herein and effective upon enactment.
- B. Definitions - The following definitions apply to this policy.
 - 1. "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
 - 2. "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child, legal ward, or a child of a person standing "in loco parentis."
 - 3. A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public

transportation, paying bills, maintaining a residence, using telephones and directories, etc.

4. "Parent" means the biological, foster, or adoptive parent of an employee or an individual who stands or stood "in loco parentis" (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
5. "Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage.
6. "Domestic Partner" means a partner as defined in California Family Code §297.
7. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, or
 - b. Continuing treatment by a health care provider for reasons of:
 - i) Any period of incapacity due to pregnancy or for prenatal care.
 - ii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
 - iii) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
 - iv) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.
8. "Health Care Provider" means:
 - a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
 - b) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
 - c) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California or any other State and performing within the scope of their practice as defined under State law;

- d) Physician's assistants, nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California or any other State law and who are performing within the scope of their practice as defined under State law; and
- e) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

C. Reasons for Family Medical Care Leave. Leave is only permitted for the following reasons.

- 1. The birth of a child or to care for a newborn of an employee;
- 2. The placement of a child with an employee in connection with the adoption or foster care of a child;
- 3. Leave to care for a child, parent, spouse or domestic partner who has a serious health condition; or
- 4. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- 5. Leaves required under State or Federal law.

D. Employees Eligible for Leave - An employee is eligible for leave if the employee:

- 1. Has been employed for at least 12 months; and
- 2. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

E. Amount of Leave - Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.

- 1. Minimum Duration of Leave - If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.
- 2. Leave Due to Serious Health Conditions. If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken.
- 3. Spouses Both Employed by County - In any case in which a husband and wife both employed by the County are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster

care of the employees' child (i.e., bonding leave). This limitation does not apply to any other type of leave under this policy.

F. Notice – County shall inform employee in writing of their FMLA eligibility status within five (5) business days of being informed or having reason to know about a FMLA event with a written explanation of the County’s expectations and requirements and of the consequences of the employee’s failure to adhere to the requirements.

G. Employee Benefits While on Leave

1. Employees are required to use accrued sick leave when the purpose of the leave taken under this section is because of the employee’s own serious health condition. Employees are required to use accrued vacation leave or other accrued leave when taking any leave pursuant to this section not because of the employee’s own serious health condition, except as otherwise provided herein. An employee may be allowed to use accrued sick leave during a period of leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent, or spouse with a serious health condition upon the mutual agreement, in writing, between the employee, Department Head, and CAO.
2. Following the use of paid leave balances, leave under this policy is unpaid. While on unpaid leave, employees will continue to be covered by the group health insurance (which includes dental and vision) to the same extent that coverage is provided while the employee is on paid status.
3. However, employees on unpaid leave will not continue to be covered under the non-health benefit plans, unless specified elsewhere. Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the County will inform the employee whether the premiums should be paid to the carrier or to the County. Coverage on a particular plan may be dropped if the employee is more than 30 days late in making a premium payment. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave. For purposes of pension and retirement plans, the County will not make plan payments for an employee during the unpaid leave period, and the unpaid leave period shall not be required to be counted for time served under the plan. However, an employee may continue to make contributions in accordance with the terms of the plan during the period of leave.
4. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the County shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The County shall have the right to recover premiums through deduction from any sums due to the County (e.g. unpaid wages, vacation pay, etc.).

H. Substitution of Paid Accrued Leaves – Unless otherwise precluded by law, (e.g., 4850 time, when SDI or workers’ compensation benefits are being received) an employee must

use paid accrued leaves concurrently with FMLA and/or CFRA leave. Employees who are eligible to receive state disability insurance may receive paid state disability leave during FMLA or CFRA leaves of absence. See Section 270.I for use of sick leave and other leave when an employee is receiving State Disability Insurance Benefits.

I. Medical Certification –

1. Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition, must provide written certification from the health care provider of the individual requiring care if requested by the County.
2. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position subject to the following requirements:
 - a. Time to Provide Medical Certification – When an employee's leave is foreseeable and a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the County within the time frame requested by the County which must allow at least 15 calendar days after the employer's request, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.
 - b. Consequences For Failure To Provide An Adequate Or Timely Certification If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this policy, the County may delay the taking of FMLA/CFRA leave until the required certification is provided.
 - c. Recertification - If the County has reason to doubt the validity or clarity of a certification, the County may require a medical opinion of a second health care provider chosen and paid for by the County. If the second opinion is different from the first, the County may require the opinion of a third provider jointly approved by the County and the employee, but paid for by the County. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.
3. To receive compensation under state disability insurance, if the leave is requested because of the serious health condition of an employee's family member, the employee may be required to provide certification which includes the following:
 - a. A diagnosis and diagnostic code prescribed in the International Classification of Diseases, or, where no diagnostic has yet been obtained, a detailed statement of symptoms.

- b. The date, if known, on which the condition commenced.
 - c. The probable duration of the condition.
 - d. An estimate of the amount of time that the physician or practitioner believes the employee is needed to care for the child, parent, spouse, or domestic partner.
 - e. A statement that the serious health condition warrants the participation of the employee to provide care for his or her child, parent, spouse, or domestic partner.
- J. Intermittent Leave Or Leave On A Reduced Leave Schedule - If an employee requests leave intermittently (a few days or hours at a time) or a reduced leave schedule for reasons covered under the FMLA or CFRA, the employee must provide medical certification that such intermittent leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. Employee shall be informed that granted FMLA leave will be deducted from employees 12 week allowance.
- K. Employee Notice of Leave - Although the County recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If the County determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the County may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.
- L. Reinstatement upon Return from Leave
- 1. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the leave period.
 - 2. Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
- M. Fitness For Duty Certification - As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider indicating that the employee is able to resume the essential functions of his or her pre-leave position. A fitness-for-duty certification may be required if the employee has used leave pursuant to Section 270 when the leave was necessary because of the employee's illness, injury, or medical condition. Failure to

provide such certification will result in denial of reinstatement. The County reserves the right to have a returning employee examined by a County designated physician, or to have the County's designated physician consult with the employee's physician, concerning the employee's fitness for duty, unless some alternate provision is set forth in the employee's applicable collective bargaining agreement.

- N. Reinstatement of "Key Employees" - The County may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the County, and the employee is notified of the County's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.
- O. Required Forms - Employees must request, complete and return each of the applicable forms in connection with leave under this policy as provided by the office of Risk Management.
- P. Visits to Doctor - Employees with chronic medical conditions are required to visit a doctor at least twice a year for that condition. For single absences requiring leave, the employee must be seen within seven days of the onset of the illness and if seen twice, the second visit must occur within 30 days of the onset of the illness.
- Q. Parental Leave/Adoption - Employees can use leave intermittently for a serious health condition of an adopted child. FMLA leave may also include time to travel to another country to complete an adoption or other necessary steps to complete the adoption.
- R. Notice/Call Ins - Employees are required to timely warn the County that they are planning to miss work and must follow the counties call in policy.
- S. Leave During Holidays - If a holiday falls within a full week of FMLA leave, the holiday counts as FMLA time, but if the leave is taken in increments of less than one week, the holiday will not count against the 12-week leave unless the employee was scheduled to work the holiday.

290 Leave of Absence Due to Death in Family

- A. When any employee or officer is absent from duty by reason of the death of his or her father, mother, step-father, step-mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than five (5) working days per year total, regardless of the number of triggering events.
- B. Eligible Employees. All employees except emergency, seasonal and temporary employees, including retired annuitants, are entitled to this leave. Employees employed on a part-time basis are entitled to this leave on a pro rata basis.
- C. Documentation of Death. The County may require confirmation of death within thirty (30) days after the employee or officer returns to work.

300 Leave of Absence Due to Critical Illness in Family

- A. When any employee or officer is absent from duty by reason of the critical illness of his or her father, mother, step-father, step-mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than five (5) working days per year total, regardless of the number of triggering events. For purposes of this provision, a "critical illness" means a "serious health condition" as defined in Section 280(B)(7) but excluding any normal pregnancy (one without medical complications).
- B. Eligible Employees. All permanent employees except emergency, seasonal and temporary Employees, including retired annuitants, are entitled to this leave. Employees employed on a part-time basis are entitled to this leave on a pro rata basis.
- C. Documentation of Critical Illness. The County may require confirmation of critical illness within thirty (30) days after the employee or officer returns to work.

310 Military Leave of Absence

All officers and employees are entitled to military leave of absence in accordance with the provisions of Federal and State law, including FMLA. Military leaves of absence will be reported by the Department Head to the Human Resources Director to insure that all statutory requirements are satisfied. Employees and family members of military personnel may take leave as provided under federal law.

320 Jury Duty Leave

- A. Every permanent or probationary employee of the County who is summoned or required to serve as a trial juror in any jurisdiction where the employee resides, or to serve on a federal grand jury, is entitled to be absent from the County during the period of service. The employee will be paid the employee's regular salary without charge against the employee's accumulated paid leaves, provided that the employee deposits fees received for jury service (excluding mileage) with the Director of Finance or his/her designee.
- B. An employee summoned for jury duty must immediately notify his or her Department Head. An employee must turn in copy of summons to Department Head within 3 days of receipt.
- C. Employees are required to notify their supervisor on a daily basis regarding jury duty hours, including jury duty release time. Upon release from jury duty prior to the end of the business day, the employee must promptly notify their supervisor. If an employee or officer is released from jury duty at a time that allows the employee to return to work with one hour or more remaining in the workday, the employee or officer must report to work.
- D. Where Courts have call-in procedures to determine days and hours of service, employees must take advantage of these procedures. If an employee is not told by the Court to report or told to call in the next day for jury service, the employee must come to work and make

the call from his/her assigned place of work, unless the employee receives prior approval from the Department Head to call from home.

330 Miscellaneous Leave

A. An employee is entitled to take leave when the employee has been the victim of domestic violence, sexual assault or stalking in order to obtain any legal relief, seek medical attention, and to obtain related services and counseling. The employee shall provide their supervisor with reasonable advance notice of their intention to take time off, and may use accrued vacation, personal leave, sick leave, compensatory time off, or unpaid leave if no accrued leave is available. When an unscheduled absence occurs, the employee shall provide certification evidencing the fact that the employee was a victim of domestic violence, sexual assault, or stalking. To the extent allowed by law, the County shall maintain the confidentiality of any employee requesting and using leave pursuant to this section.

B. An employee is entitled to be absent from work when the employee, or an immediate member of an employee's family, has been a victim of a crime and is required to attend judicial proceedings related to that crime. The employee shall provide their supervisor with reasonable advance notice of their intention to take time off, and may use accrued vacation, personal leave, sick leave, compensatory time off, or unpaid leave if no accrued leave is available. When an unscheduled absence occurs, the employee shall provide certification evidencing the fact that the employee, or an immediate member of the employee's family, was a victim of a crime and was required to attend a judicial proceeding related to that crime. To the extent allowed by law, the County shall maintain the confidentiality of any employee requesting and using leave pursuant to this section.

C. When an employee acts as a volunteer firefighter for the protection of life or property during regular business hours, the employee shall be deemed to be on duty and there should be no loss of salary. The employee, when working as a volunteer, is not covered by Worker's Compensation with Mono County. An employee who is called to perform search and rescue services during regular business hours may act with the prior approval of the employee's Department Head, whose permission shall not be unreasonably withheld, and the employee shall be deemed to be on duty and there should be no loss of salary up to the first four hours of time spent responding during regular business hours (per incident); any additional time spent responding (beyond four hours during regular business hours) shall not be compensated, but an employee may use any accrued vacation leave or compensatory time off the employee may have for this purpose. The County shall also comply with Labor Code sections 230.3 and 230.4, to the extent applicable.

D. An employee may take leave to attend a school or day care facility event pursuant to Labor Code Sections 230.7 and 230.8 if the employee provides reasonable advance notice to their supervisor. The employee shall be required to use accrued vacation, personal leave or compensatory time off when using this leave.

340 Pregnancy Disability Leave

A. Any female employee will be entitled to take an unpaid leave on account of pregnancy,

child birth or related medical conditions for the period of disability up to four (4) months. The employee will be entitled to utilize any accrued sick leave, vacation time or other accrued paid leave during this period of time. An employee will not accrue additional vacation or sick leave during any unpaid portion of this leave. The County may, but is not required to, allow an employee to commence the use of CFRA leave prior to the birth of the child if the employee has used four months of pregnancy disability leave prior to the child's birth and the employee's health care provider determines that a continuation of the leave is medically necessary. Pregnancy Disability Leave shall run concurrent with FMLA leave.

- B. Any employee who plans to take a leave on account of pregnancy, child birth or related condition should submit in writing to her Department Head a statement of her intent to take leave, including a physician's statement indicating her last advisable or probable date to remain at work and a statement of her intended date to return to work. Notice must be given not less than thirty (30) days prior to the intended commencement date of the leave, if the leave is foreseeable. When the need for leave does not allow for thirty (30) days notice, notice should be given as soon as practicable.

350 Voting Leave

Employees whose work schedule prevents them from having sufficient time outside of working hours to vote at a statewide or countywide election, may take up to two (2) hours off with pay at the beginning or end of the workday, whichever allows the most free time for voting and the least time off from the employee's regular working shift, to enable the employee to vote. If the time off is required, the employee must provide the employee's Department Head with notice that time off for voting is necessary at least two (2) days prior to the election. The Department Head may require that the time off be taken only at the beginning or the end of the employee's shift/workday.

360 Administrative Leave With Pay

Administrative leave is leave with pay taken at the sole discretion of the County. Employees placed on administrative leave will be relieved of their regular duties during the period of leave. Employees placed on administrative leave will remain at their residence or elsewhere at the instruction of the Department Head, and remain accessible to communication and contact from the County, during their regular work hours, but shall perform no work or duties on behalf of the County. Employees placed on administrative leave will report to their Department Head daily or as otherwise instructed by their Department Head during the period of the leave. Administrative leave is not discipline and does not entitle the employee to any right of appeal. Employees on Administrative Leave shall accrue benefits, including sick and vacation time, during such leave, and may request to use accrued sick and vacation time in the manner provided for in this Chapter. The employee on paid administrative leave must comply with reasonable restrictions during the employee's normal working hours, shall not engage in activities that might result in injury to the employee, and shall promptly notify their supervisor of any change in their location during the employee's normal working hours. Administrative leave for a period of thirty (30) days or less must be approved by the CAO. Administrative Leave for any period in excess of thirty (30) days must be approved by the Board of Supervisors upon the recommendation of the CAO.

370 Administrative Leave Without Pay

- A. Eligibility. Other than emergency, temporary or seasonal employees, all employees or officers of the County who have been employed for one (1) year may be granted a leave of absence without pay upon the following conditions:
1. The employee or officer has submitted a request in writing to his or her appointing authority indicating clearly and concisely:
 - a. That the leave of absence is made voluntarily by the employee or officer;
 - b. That there is a date certain on which the leave will commence;
 - c. That there is a date certain on which the employee will return to work and failure of the officer or employee to return to work on that date constitutes cause for dismissal of said employee or said officer should the employee or officer not utilize the procedure for extension as set forth below;
 - d. That the reason for the requested leave of absence and all facts, events or occurrences that the employee or officer is relying upon to support the request are stated.
- B. When Granted. A leave of absence without pay may be granted only in the event that the facts, events and occurrences that support the request of the officer or employee establish one of the following:
1. There is an illness, injury or disability of the officer or employee, or a member of his/her immediate family and the officer or employee has exhausted all available leaves pursuant to CFRA and FMLA;
 2. The employee or officer is to receive some training, education or experience which will materially increase the ability of said officer or employee to perform his or her duties as a County employee;
 3. That the leave is requested for personal reasons acceptable to the Department Head and the CAO;
 4. That additional maternity or paternity leave, beyond that authorized by federal or state law, is requested by an officer or an employee.
- C. Authority. A leave of absence requested by an officer or an employee for a period not exceeding thirty (30) calendar days after the exhaustion of all other leaves may be approved by the employee's Department Head and granted by the CAO.
- D. Extension of Leaves. Should the officer or employee desire an extension of the leave of absence, said officer or employee must submit a request, in writing, to the CAO, whose approval is required pursuant to Subsection C of this section. The request will be considered by the CAO, whose approval is required, only in the event that:

1. The request is received by the County Administrative Officer (CAO) at least seven (7) working days prior to the date scheduled for termination of the leave.
 2. The request contains an address to which a note of approval or denial of the extension may be sent; and
 3. The request gives facts which support a determination by the CAO that the circumstances which caused the initial granting of the leave still exist.
- E. Leave Requests for Period in Excess of Thirty Days. A leave of absence requested by an officer or employee for a period in excess of thirty (30) calendar days shall be processed as follows:
1. The request shall be approved by the employee's Department Head and submitted to the CAO.
 2. Upon the approval of the CAO, the request shall be submitted to the Board of Supervisors for consideration at the next regularly scheduled Board meeting. The Board of Supervisors may approve the request, approve the request upon the imposition of conditions the Board deems appropriate, including but not limited to, a reduction in the period of time requested, or deny the request.
- F. Time Limitation. Leave without pay is not to exceed one (1) year.
- G. No Accrual of Other Leaves. Vacation, sick leave and other paid leaves will not be earned during unpaid leave of absence. Holidays with pay will not be given. Contributions to monthly premium costs for medical insurance will be suspended after one (1) calendar month. After one (1) month the employee must make arrangements to continue to pay his/her normal monthly premium costs for insurance under COBRA provisions or lose coverage.

380 Employee Standards of Conduct

- A. All County employees are expected to meet the following standards of conduct:
1. Maintain the highest standards of moral and ethical conduct;
 2. Being courteous, competent, and business like when dealing with all people;
 3. Beginning work on time and putting in a full day's work;
 4. Being dedicated to the County and the job, and always striving to improve both; and being dedicated to providing quality services in support of the health, safety, and welfare of the local economy while protecting the County's unique rural environment, natural resources, and honoring the public trust and the people being served;
 5. Working cooperatively with fellow employees, supervisors and other departments;
 6. Putting themselves in the other person's shoes;

7. Keeping physically and mentally healthy; and
 8. Working safely at all times.
- B. Failure to adhere to the standards of conduct can be grounds for disciplinary action pursuant to section 498 of these rules.

390 Discrimination Prohibited

No person employed by the County of Mono, or seeking employment with the County of Mono, shall be discriminated against in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration because of race, color, religion, national origin, ancestry, marital status, sex, age, physical or mental disability, sexual orientation, or political or religious opinions or affiliations. Any employee who believes he/she has been discriminated against should report it immediately to their supervisor, manager, any Department Head, or Human Resources Director. The County's internal complaint process described in section 410 of these rules is available to any employee who believes they have been discriminated against.

400 Retaliation Prohibited

An employee shall not be disciplined or discharged for reporting discriminatory conduct, regulatory violations or illegal activity, unsafe working conditions, or industrial injury, unless the conduct reported is found not to have occurred and there is malice in the reporting.

410 Anti-Harassment Policy

- A. Harassment Free Work Environment. The County is committed to providing a work environment free of discriminatory harassment.
- B. Harassment Will Not Be Tolerated. Discriminatory harassment violates this policy and will not be tolerated. Discriminatory harassment of an applicant, employee or person providing services pursuant to a contract, is harassment based on actual or perceived race, religious creed, color, sex, national origin, ancestry, disability, medical condition, marital status, age or sexual orientation. It is also improper to retaliate against any individual for making a complaint of discriminatory harassment, for participating in a harassment investigation, or for engaging in any other protected activity. Retaliation constitutes a violation of this policy.
- C. Policy Applies to All Personnel Matters. This Policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation. Employees who violate this Policy may be subject to disciplinary action up to and including termination. By definition, any form of discriminatory harassment, including sexual harassment, is not within the course and scope of an individual's employment with the County.

- D. Definition. Harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit, or even specifically directed at the victim. The conduct prohibited by this policy may include conduct that does not necessarily meet the strict legal definition of harassment as defined under Title VII of the Civil Rights Act of 1974, the California Fair Employment and Housing Act, or other federal and state statutes that prohibit harassment. In other words, an employee, manager, supervisor, or officer may be subject to discipline, up to and including termination, for engaging in, and/or aiding or abetting conduct prohibited by this policy that may not rise to the level of harassment as defined under state or federal law. Sexually harassing conduct can occur between people of the same or different genders.

Harassment includes, but is not limited to, the following misconduct:

1. Verbal. Inappropriate or offensive remarks, slurs, jokes or innuendoes based on actual or perceived sex, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation. This may include, but is not limited to, comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation of a sexual nature; or sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender, race, color, national origin, religious creed, ancestry, disability, medical condition, or sexual orientation.
2. Physical. Inappropriate or offensive touching, assault, or physical interference with free movement when directed at an individual on the basis of actual or perceived sex, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling, indecent exposure, or making any type of sexual gesture.
3. Visual or Written. The display or circulation of offensive or derogatory visual or written material related to sex, religious creed, national origin, color, ancestry, disability, medical condition, marital status, age or sexual orientation. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics or electronic media transmissions.
4. Environmental. A work environment that is permeated with sexually-oriented talk, innuendo, insults or abuse not relevant to the subject matter of the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements. An environment may be hostile if unwelcome sexual behavior is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work.

- E. Romantic Relationships Discouraged. Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing.
- F. Prohibited Supervisory Or Managerial Behavior.
1. No supervisor, manager, or other authority figure may condition any employment, employee benefit or continued employment on an applicant's or employee's acquiescence to the behavior defined above.
 2. No supervisor, manager, or other authority figure may retaliate against any applicant, or employee, because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by an authorized investigator.
 3. No person shall destroy evidence relevant to an investigation of harassment.
- G. Behavior Prohibited By All Persons.
1. No supervisor, manager, or any other person in the County shall create a hostile or offensive work environment for any other person by engaging in any discriminatory harassment or by tolerating it on the part of any employee.
 2. No supervisor, manager, or any other person in the County shall assist any individual in doing any act which constitutes discriminatory harassment against any person.
 3. No supervisor, manager, or any other person in the County may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.
- H. Obligations of Supervisors/Managers.
1. A copy of this policy will be provided to all employees of the County, and will be displayed and/or made available throughout the County.
 2. A copy of the information sheet on sexual harassment prepared by the Department of Fair Employment and Housing is available to all County employees upon request.
 3. The County will periodically notify employees of the procedures for registering a complaint as well as available redress. Such notification will occur through the normal channels of communication.
 4. The Human Resources Department will make available upon request information from the Department of Fair Employment and Housing and the Equal Employment Opportunity Commission about filing claims of harassment with these entities.

5. Employees of the County will receive periodic training on the policy.

I. Need to Report Immediately. Employees who believe they have experienced or been subjected to any form of employment discrimination or harassment should report it immediately to their supervisor, manager, any Department Head, or the Human Resources Department.

J. Obligations of all Employees.

1. Any employee who observes or witnesses comments, gestures, visual or auditory materials, or actions that are perceived as constituting any form of harassment should immediately communicate and discuss with the person who is performing the harassing behavior that such action/words are not welcome.
2. Whether or not an employee has communicated directly with the harasser, all employees should immediately report any conduct that they believe violates the policy. This includes conduct they personally experience or directly observe, whether or not reported by the employee who is the object of the conduct. This also includes conduct that they have been told has occurred by the person allegedly harassed or a witness to alleged harassment. This also includes conduct by non-employees, such as sales representatives, independent contractors, service vendors, clients, or any member of the public, or conduct aimed at such contractors or any member of the public. An employee who observes/witnesses harassing or discriminatory conduct and fails to report such conduct may be subject to disciplinary action.
3. Employees should immediately report the conduct to their supervisor, manager, any Department Head or the Human Resources Department. Under no circumstances will employees of the County, who believe they have been the victim of discrimination or harassment, be required to first report that harassment to a supervisor or other authority figure if that person or authority figure is the individual who has done the harassing. These employees should instead report the conduct to any manager, Department Head or the Human Resources Department.
4. All employees must cooperate with any investigation of any alleged act of discriminatory harassment conducted by the County or its agents. Failure to cooperate with any such investigation may subject the employee to discipline, up to and including discharge.

K. Responsibilities of Supervisors or Management.

1. Any supervisor or manager who receives a complaint or witnesses any conduct regarding discrimination or harassment must immediately report it to the Human Resources Department. If it is not possible to make an immediate report to the Human Resources Department, or if the complaint involves the Human Resources Director, then the complaint should be immediately reported to the CAO. Failure to report discrimination or harassment may result in disciplinary action.

2. No supervisor, manager, officer, or any other person in the County with management authority may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.
3. All supervisors and managers are required to maintain confidentiality to the extent possible in communicating or investigating any claims of alleged discriminatory harassment.

420 Investigative and Corrective Action for Complaints of Discrimination and/or Discriminatory Harassment

- A. The Human Resources Department will authorize or conduct an investigation of the complaint of discrimination or discriminatory harassment. The investigation will be conducted in a manner that ensures, to the extent feasible, the privacy of the parties involved.
- B. The person designated to investigate shall immediately report in writing the findings of fact to the Human Resources Director. The Human Resources Director, in consultation with the CAO and County Counsel, will determine whether these rules have been violated and communicate the conclusion to the complainant.
- C. Disciplinary action shall be decided in accordance with County policy and after consultation with the Human Resources Director and County Counsel.
- D. If the complaint is against the Human Resources Manager, the investigation will be conducted or supervised by the CAO.

430 Anti-Violence in the Workplace Policy

- A. Policy. The County has a Zero Tolerance for workplace violence. The policy of the County is to prohibit acts or verbal and/or non-verbal threats of physical violence in the workplace, including intimidation, harassment, and/or coercion, by or to County employees, visitors, fellow employees or by relatives of fellow employees.
- B. Zero Tolerance Standard. The following sets forth examples of prohibited conduct:
 1. Violent conduct or threats of violence, implied, actual, direct, or indirect to any employee.
 2. Possession of offensive or defensive weapons (firearms, illegal knives, clubs, mace, pepper spray, tear gas, etc.), unless specifically required or authorized by the Sheriff or CAO.
 3. Hitting or shoving an individual, and any physical touching in an intimidating, threatening or dominating manner.
 4. Threatening an individual or family member, friends, associates, or citizens.

5. Making harassing or threatening phone calls.
 6. Engaging in harassing surveillance or stalking.
 7. Making a suggestion or threat that violence will occur.
 8. Conduct that creates a physically hostile, abusive, or intimidating work environment for one or more County employees.
- C. Reporting Conduct. Employees should immediately report violent behavior at any County location or at any location where the County conducts business to the Department Head for monitoring and assessment and call 911 if immediate law enforcement and or emergency response is necessary. The Department Head shall relay all reported or otherwise known incidents to the CAO or his/her designee. The CAO or designee may, in his/her discretion, take immediate steps to provide safety to the reporting person or other person(s) based on his/her assessment of the situation.
- D. Discipline. All County employees who engage in violence, direct, indirect, threatened, or actual, against co-workers or any other person related to County business or on County premises may be subject to legal action by law enforcement authorities as well as disciplinary action by the County, up to and including termination of employment.
- E. Action Plan. The CAO or his/her designee and Department Head will assess reported incidents and may take the following action(s) where appropriate:
1. Take steps to have any physically threatening or violent person, employee or member of the public leave or be removed from the worksite.
 2. Place an employee alleged to have made serious violent threats or engaged in other violent behavior on paid or unpaid leave pending the outcome of an investigation.
- F. Investigation. Threats of violent behavior and acts of violent behavior, implied, actual, direct, or indirect, are to be investigated promptly and reported to the CAO or his/her designee. Such incidents should be documented and filed with the CAO or his/her designee and thereafter investigated in accordance with the CAO's direction. Such documentation should include a narrative of the incident including names and other appropriate identification of the parties involved, verbal comments made or description of the violent behavior, witness names, and witnesses' statements. The County shall cooperate and coordinate with any investigation being conducted by law enforcement.
- G. Procedures. Procedures for investigating incidents of workplace violence, including threats of violence and physical injury, shall include the following, and may be subject to any additional policy adopted by the CAO or Board of Supervisors:
1. Go to the scene of an incident. Immediately separate the participants.
 2. Interview threatened or injured employees and witnesses.
 3. Consider taking corrective action to prevent incidents of this kind from recurring.

4. Contact CAO and inform of threats of violence immediately upon knowledge of threats.
 5. Document findings.
 6. Determine the cause of the incident.
 7. Examine the workplace for security risk factors associated with the incident after release of the scene by law enforcement personnel if the incident involves injuries or death.
 8. Take whatever additional action is necessary under the circumstances to handle and investigate workplace violence complaints and/or incident.
- I. Guidelines for Immediate Response. Any response to an incident involving an assault resulting in injury or death should be limited in scope. The individual on scene who observes the incident should limit their activities to the following:
1. Dial 911 for medical and law enforcement assistance.
 2. Render comfort and minor first aid to any injured victims.
 3. Immediately notify the Department Head, Sheriff, and CAO
 4. Separate the participants and make an attempt to identify and document all potential witnesses to the event.

The first manager or supervisor responding to the incident should ensure that the above actions have been initiated.

440 Improper Political Activity

No one employed by the County will engage in political activities on County premises while engaged in official duties, using County equipment, or wearing an official County uniform. Political activity is that activity defined under the California Government Code.

450 Outside Employment/Restrictions

No officer or employee shall engage in any employment, activity or enterprise which is inconsistent, incompatible, or in conflict with the duties or responsibilities of said officer or employee as they relate to employment with the County of Mono, or with the duties, functions, or responsibilities of employee's appointing authority or of the County, except as specified herein.

- A. Prohibited Outside Employment. An officer's or employee's outside employment, activity, or enterprise shall be prohibited if it:
1. Involves the use for private gain or advantage of the County's time, facilities, equipment and supplies; or the badge, uniform, prestige or influence or his/her County office or employment; or

2. Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the County for the performance of an act which the officer or employee, if not performing such act, would be required or expected to render in the normal course or hours of his/her County employment or as a part of his/her duties as a County officer or employee; or
 3. Involves the performance of an act in other than his/her capacity as a County officer or an employee which act may be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other officer or employee; or
 4. Involves such time demands as should render performance of his/her duties as an officer or employee less efficient.
- B. When Outside Employment May Be Allowed. An officer's or employee's outside employment, activity or enterprise would not be deemed inconsistent, incompatible, in conflict with, or inimical to, the duties of the officer or employee, if the officer or employee, prior to engaging to any such employment, activity or enterprise makes a complete written disclosure to the Department Head or the appointing authority of all of the functions, duties and responsibilities required of said officer or employee by such employment, activity or enterprise, and receives written consent to engage in such employment, activity or enterprise from the Department Head, if an employee, or the Board, if an officer. A Department Head and/or the CAO may adopt a form for use in evaluating a permitting outside employment.

460 Drug and Alcohol Policy

- A. County Requirements. The County requires that any officer or employee:
1. Not report to work or be subject to being called to duty while his or her ability to perform job duties is impaired due to on or off duty alcohol or drug use. Not report to work if the effects of substance use (odor, appearance, etc.) are noticeable to the public.
 2. Not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours, while on County property, while using or operating County equipment or vehicles, or while subject to being called to duty, on breaks, or during meal periods.
 3. Not directly or through third parties sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty.
 4. Notify his or her supervisor, before beginning work, when taking medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of County equipment.
 5. Provide, within 24 hours of request, bona fide verification of current valid prescription for any potential impairing drug or medication identified. The

prescription must be in the employee's name. A medical marijuana prescription/license is not deemed a valid prescription for employment purposes.

6. Notify the Human Resources Director and Department Head of any criminal drug conviction for a violation not later than five days after conviction.
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- B. Special Restrictions. Special restrictions and/or policies applicable to Department of Transportation regulated or sensitive safety positions are incorporated herein by this reference, and will be enforced together with, and in addition to, the provisions of this section. Departments receiving federal funding may be subject to the Drug-Free Workplace Act of 1988.
 - C. Discipline For Violations. Violation of any of the above can result in discipline up to and including termination, and may include the employee's participation in, and completion of, a drug or alcohol treatment program. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal leave and disability laws.
 - D. Search of Property. The County reserves the right to search, without employee consent, all areas and properties in the County over which the County maintains control or joint control with the employee.
 - E. Pre-employment screening. The County will maintain post-offer, pre-employment screening practices regarding drugs and alcohol. All offers of employment extended by the County shall be contingent upon the applicant submitting to and passing a fitness for duty examination which may include testing for use of drugs and alcohol for designated positions. Applicants who refuse to sign a consent form permitting testing or the release of test results to the County will not be hired/rehired.
 - F. Management Responsibilities and Guidelines. Managers and supervisors are responsible for reasonable enforcement of this drug and alcohol policy. Managers and supervisors shall direct that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called to work.
 1. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.
 2. Managers and supervisors shall direct an employee to submit to a drug and/or alcohol test if the employee has been involved in a vehicular accident where the employee was the driver or involved in any accident that causes damage to county property or injury to any person.
 3. Any manager or supervisor directing an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs or alcohol.

4. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon direction will remind the employee of the requirements and disciplinary consequences of failing to submit to the analysis. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor will arrange for the employee to be safely transported home.
 5. Managers and supervisors will not physically search the person or employee suspected of being under the influence of drugs and/or alcohol, nor search the personal possessions of such employee or person without first being provided the freely given written consent of the employee or person.
 6. Managers and supervisors will notify the Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the County. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head may notify the appropriate law enforcement agency.
- G. Physical Examination and Procedure. The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids.
1. Results of Drug and/or Alcohol Analysis Pre-employment. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drug and/or alcohol could affect performance of job, duties or responsibilities. If a drug screen is positive at the pre-employment physical the applicant must provide, within 24 hours of request, a bona fide verification of a valid prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.
 2. During Employment Physical or Alcohol/Drug Test. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. If the drug screen is positive for a prescription drug, the employee must provide, within 24 hours of request, a bona fide verification of a valid current prescription of the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor that the employee has been prescribed and will be taking such prescribed drug, the employee will be subject to disciplinary action up to and including discharge.

3. Testing Procedures. Testing procedures and threshold limits shall be in accordance with state and federal law, DOT procedures, and as may be determined by policy established by the Board of Supervisors.
 4. Investigation. If an alcohol or drug test is positive for alcohol or drugs, the County shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal laws.
- G. Confidentiality. Laboratory reports and test results shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical file which will be securely kept under the control of the Human Resources department. The report or test results may be disclosed to County management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without consent, may also occur when (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and the employee, (3) the information needs to be used in administering an employee benefit plan; or, (4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

470 Computer/Electronic Mail/Voice Mail/Internet Policy

- A. Scope.
1. County Provided Electronic Media. This policy applies to all Mono County employees who use any electronic media provided by the County. Electronic media is defined as computers, computer peripherals, computer software, laptops, voice mail, electronic mail (e-mail), Internet access, World Wide Web access, Intranet (MINE) access, on-line information services, electronic facsimile (fax) files, and any other electronic type of equipment that the County deems as electronic media.
 2. Personal Electronic Media. This policy also applies to all personal electronic media used for County business purposes, and as such will be subject to the same conditions set forth herein.
- B. General Policy on the Use of Electronic Media.
1. Business Purposes. Electronic media, as outlined in the scope above, are provided for the use of Mono County employees for business-related purposes and as such do not offer privacy protections that one might expect from a personal system.
 2. Right to Search and Monitor. Supervisors, managers, Department Heads, as well as computer support personnel, as authorized by the Department Head, reserve the right to enter, search and monitor the computer files, voice mail, e-mail, or any type of electronic file of any employee without advance notice. Justification for such actions may include monitoring work flow or productivity, and investigating theft, disclosure of confidential business or proprietary information, or personal abuse of the system.

3. On-line Information Service Use. Use of on-line information services such as the Internet and the World Wide Web is restricted. Access to online information services should be kept to a reasonable amount of time. The standard for a reasonable amount of time will be established at the discretion of the Department Head. Personal use of online information on County time is to be strictly limited, and may be prohibited by any Department Head for his/her department. As with use of on-line information services, personal use of the telephone should be: a) confined to any use that is absolutely necessary; b) kept to a minimum; c) brief and focused; d) to the extent practical, performed on breaks or lunch time, rather than on County work time. An abuse of this personal use policy may subject the employee to discipline, up to and including termination, as being an inexcusable neglect of duty and/or insubordination, and may result in prohibition from such personal use.
4. Voice Mail. Messages recorded, sent, received and/or stored utilizing the County's voice mail system should be considered as County property. Therefore, voice mail may be subject to search for the reasons stated above.
5. E-Mail. Internal and external messages and files sent, received and/or stored utilizing the County's e-mail program should be considered as County property. Therefore, e-mail may be subject to search for the reasons stated above.
6. Facsimiles. Electronic files of facsimiles (fax's) sent, received, and/or stored using County equipment should be considered County property and may be subject to search for such reasons as stated above.
7. Computers, Computer Software, Laptops and Computer Files. The County's computers, software and files stored on the computer or network will be considered as County property. Therefore, these devices may be subject to search for reasons stated above. In addition, all software that resides on any of the County's computers will be licensed and may be considered the property of Mono County.
8. Software Installations. No employee will install software on any County computer without first receiving permission from the Department Head, and subject to the review and approval of the Information Technology department.
9. No Hardware Tampering. No employee will alter or tamper with any County computer or interfere with its operation. All hardware failures will be immediately reported to the departmental or County computer specialist. Personnel will not attempt hardware repair unless so directed by the departmental or County computer specialist.
10. Mailing Lists. Administration of the County e-mail systems is a distributed function with each department responsible for the creation and maintenance of its user community and mailing lists appropriate to that department. Unauthorized use of this mailing list is prohibited without the prior approval of the CAO or his or her designee.

11. Deleted Data. It should be noted that even though an employee may have deleted information or files from any of the electronic media, it does not mean that it is permanently deleted from the system. Deleted information that is retrieved may be used by the County for any and all purposes necessary to protect the County, including disciplinary action.
12. Records Retention Policy. Electronic media which are considered “County records” will be subject to the County’s records retention policies, including the same legal retention periods as paper documents. For the purposes of this policy, “County records” include: 1) permanent electronic computer files, and 2) telecommunications (e.g., e-mail and voice mail) which have been downloaded/converted into permanent electronic files, or have been printed to hard copies and stored as permanent files for the purposes of records retention. Thus, e-mail and voice mail which have *not* been converted to “County records” will be considered transitory communication, and treated similar to unrecorded phone calls, since they are not permanent records.
13. Public Records Act. Under the California Public Records Act, *any* electronic media message (e.g., e-mail or voice mail) or permanent computer file which has been generated by the County of Mono, may constitute a “public record,” and may be provided to the public through the California Public Records Act, or may be otherwise discoverable. Thus, employees must always assume that e-mail, voice mail, and permanent computer files are subject to disclosure unless a specific legal basis for non-disclosure exists.
14. Allowable Uses of Electronic Media. Allowable uses of electronic media for Mono County business purposes include the following:
 - a. To facilitate performance of job functions.
 - b. To facilitate communication of information within the County.
 - c. To coordinate meeting of individuals, locations and resources of Mono County.
 - d. To communicate with outside organizations as required in order to perform an employee’s job function.
15. Prohibited Uses of Electronic Media. Prohibited uses of electronic media include, but are not limited to the following (also see 23.3 and 23.4, below, for additional prohibited uses):
 - a. Illegal or impermissible activities as defined as a violation of County policies, regulations, and state and/or federal law.
 - b. Committing fraud or stealing data, or equipment.
 - c. Using the network for an illegal activity, including violation of copyright, license agreements and other contracts, e.g. downloading music.

- d. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or any other protected status pursuant to Section 180 will not be tolerated. These include, but are not limited to, communicating slurs, obscene messages, and sending, downloading or viewing obscene materials and pictures.
 - e. Sending or communicating threatening messages.
 - f. Political endorsements.
 - g. Commercial activities including areas of financial gain.
 - h. Intentionally disrupting network traffic or crashing the network and connected systems (for example: sabotage, intentionally introducing a computer virus).
 - i. Unauthorized access to others' files with no substantial business purpose, or vandalizing the data of another user.
16. Violation of Policy. Violation of this policy will be reviewed on a case-by-case basis and may result in disciplinary action, up to and including discharge.

C. E-mail and Voice Mail Usage.

1. Right to Review and Monitor. The County reserves the right to access all voice mail and e-mail left on or transmitted via the County's communication systems. Since e-mail and voice mail messages are County property and intended for County business, County employees will have no right or expectation of privacy in any e-mail or voice mail message in the County's communication systems. Supervisors and managers will have the right to review any e-mail or voice mail messages of any employee supervised by them at any time and for any reason. If the messages to be reviewed are no longer available within the department, the messages may be searched for in other department systems with the approval of the head of that department.
2. Purpose of E-mail and Voice Mail. The purpose of e-mail and voice mail is to provide a work related communication channel between individuals and groups, and to promote effective and efficient use of time and resources in order to carry out the business of the County. Employees are expected to utilize the County's communications systems with the same degree of respect, professionalism, and courtesy as is expected of personal face-to-face interactions. As with the telephone, personal e-mail and voice mail should be: a) confined to those absolutely necessary; b) kept to a minimum; c) brief and to the point; d) to the extent practical, performed on breaks or lunch time, rather than on County work time.

3. Uses of E-mail and Voice Mail. Listed below are examples of appropriate and inappropriate e-mail, and where applicable, voice mail use.
 - a. Examples of Appropriate Use:
 - i. Providing or requesting information regarding County business (e.g., meeting notification, budget issues, etc.).
 - ii. Transmitting a document or file (vs. printing and mailing the document).
 - iii. General announcements within the scope of the sender's job responsibilities (e.g., employee benefits information sent by the Employee Benefits Supervisor).
 - iv. Informational announcements that need to be communicated to County employees (e.g., parking lot repair schedule).
 - v. Union business that meets the criteria and standards for Union business as outlined in the applicable collective bargaining agreement.
 - b. Examples of Inappropriate Use:
 - i. Illegal or impermissible activities as defined as a violation of County policy, state, and/or federal law.
 - ii. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability or religious or political beliefs, or any other protected status will not be tolerated. These include, but are not limited to, slurs, obscene messages, materials, and pictures, or religious materials.
 - iii. Anything that may be construed as disruptive, threatening, offensive to others, or harmful to morale.
 - iv. Copyright infringement.
 - v. Items of a political nature or having to do with political activities.
 - vi. Unauthorized distribution of personnel or medical information.
 - vii. Use of E-mail when signed documents are required (Note: Use of E-mail to distribute documents for signature is acceptable).
 - viii. Purposely creating any message that purports to be from another person without their permission.
 - ix. Unauthorized use of County mailing lists.

- x. Unauthorized access to others' files with no substantial business purpose, or vandalizing the data of another user.
 - xi. Personal messages, including but not limited to, chain letters and broadly distributed e-mails regarding personal matters or interests.
- 3. Clarification. If an employee is unsure of what constitutes authorized County business purposes in his or her department, he or she should ask the supervisor, manager, or Department Head.
 - 4. Violations. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment.

D. Internet Usage

- 1. Purpose of the Internet. The purpose of Internet access is to distribute information to public constituencies or to conduct research for County job related activities.
- 2. Right to Review, Monitor, Report, and Restrict Internet Use. Since Internet access and use are intended for County business, County employees will have no right or expectation of privacy in any Internet activity using County equipment or networks. Supervisors and managers will have the right to review any Internet activity of any employee supervised by them at any time and for any reason. If the activity to be reviewed goes beyond the department's system, other department systems and records may be searched with the approval of the head of that department. The County may monitor and report on Internet use by County employees. Managers may restrict Internet use by anyone supervised by them at any time and for any reason. The County may restrict access to Internet sites whose content appears to have no purpose related to the business of the County.
- 3. Uses of the Internet. All Internet activities should be directly related to Mono County business. Use of the Internet should be handled as judiciously as the publication of County documents or the purchase of reference documents. Listed below are examples of appropriate and inappropriate Internet use.
 - a. Examples of Appropriate Use:
 - i. Obtaining information regarding County business, i.e., policy, legislation, public meetings, technical research, legal research, etc.
 - ii. Transmitting or receiving a file or document (in conjunction with e-mail).
 - iii. Providing information regarding County business to the public, i.e., meeting agendas, key points of contact, forms, etc.
 - iv. Delivery of County services, such as tax payments, facility reservations, health education and disaster coordination.

- b. Examples of Inappropriate Use:

- i. File downloads not connected with County business.
 - ii. Generating, sending, requesting, receiving, downloading, viewing, or archiving material in any form, i.e., text, graphics, etc. which contains offensive or obscene language or content, or is harassing in nature.
 - iii. Engaging in activities resulting in personal gain, such as engaging in any personal business or commercial transaction, exhibiting items for sale, or transacting other personal business.
 - iv. Engaging in any unlawful activity.
 - v. Copyright infringement.
 - vi. Transmitting any County sensitive information over the Internet by other than secured transmission.
 - vii. Creating, furthering or participating in any act of fraud, waste or abuse through Internet activities.
 - viii. Intentionally disrupting network traffic or crashing the network and connected systems (for example: sabotage, intentionally introducing a computer virus).
 - ix. Engaging in any other act of misconduct such as discrimination, sexual harassment, and misuse of position.
 - x. Excessive or multiple Internet sessions, unless needed for official County business.
 - xi. Use of continuous services such as PointCast, live audio, live radio, and live video feeds unless needed for official County business, or as permitted by the Department Head except when a directive from the IT Department prohibits such use because of interference with County business needs.
- c. Clarification. If an employee is unsure of what constitutes authorized County business purposes in his or her department, he or she should ask the supervisor, manager, or Department Head.
 - d. County Department Use and Responsibilities. It is each department's responsibility to insure appropriate use of Internet resources within its department, which is consistent with this policy.
 - e. Alignment with County/Department Mission and Goals. Department information published on the County of Mono World Wide Web (WWW) server and links on System pages to other Web sites should be in alignment with the mission and goals of the County as well as the individual department. Any department specific information to be published on the County WWW must be approved by the Department Head for uploading to the Internet server. In addition, all department WWW pages should

adhere to general County design guidelines in order for the County presence on the WWW to have the same look and feel. It will be the responsibility of each department to periodically review their respective web pages and provide timely updates.

- f. Violations. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment.

E. Electronic Media Procedure for New Employees

1. Purpose. New employees who will be assigned electronic media will be required to complete the “Electronic Media Agreement and Application Form” which serves two purposes: (1) it documents each employee’s written consent to abide by rules set forth in this Chapter; and (2) provides the necessary information for the Information Technology department, or the department’s authorized technical staff, to set up a login account, an e-mail account, Internet access, and the appropriate County network access for the new employee.
2. Procedure. Department supervisors or managers will provide a copy of this policy and the Electronic Media Agreement and Application Form to new employees on, and possibly before, their first day of employment.

480 Job Abandonment

An employee is deemed to have resigned if the employee is absent for three (3) consecutive work days without prior authorization and without notification during the period of absence. Employees separated from employment for job abandonment may be reinstated with such charge removed from the employee’s record upon presentation of acceptable justification for the absence. Said request for reinstatement must be made in writing to the Department Head within 30 days of the effective date of separation. A justified absence may include such occurrences as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. Employees have no right of appeal if deemed to have resigned as a result of job abandonment.

490 Disciplinary Action – General

Employees of the County who have obtained permanent or regular status may only be disciplined for cause.

500 Disciplinary Action - Authority

The Department Head, appointing authority or County Administrative Officer may demote, suspend, or discharge permanent employees. Managers and supervisors as well as the Department Head, appointing authority or the County Administrative Officer may provide written or oral reprimands.

510 Disciplinary Action - Types

- A. There are no rigid rules which specify the degree of disciplinary action which is appropriate for specific misconduct or performance deficiency. There is no requirement that discipline be “progressive,” and the County reserves its right to not follow progressive

discipline. Progressive discipline is to be used to assist employees in improving their performance. It is not to be considered a bar or prior condition to suspension, demotion, or termination. While termination for unsatisfactory conduct and certain types of misconduct will often be preceded by oral reprimand, written reprimand, or suspension, Mono County reserves the right to proceed to any level of discipline, including termination when such action is deemed appropriate. The facts and circumstances of the specific act, misconduct or performance deficiency, together with the employee's performance history, and the harm to public service, will be reviewed to determine the appropriate level of disciplinary action to be imposed. In general, this policy contemplates a two-tier approach when determining the level of appropriate discipline. Examples of this policy include, but are not limited to, the following:

1. The types of misconduct and poor performance that will usually result in an oral reprimand or written reprimand include limited incidents of tardiness and poor performance, minor acts of neglect of duty, incompetence, insubordination, and violations of rules or policies that will be corrected by a reasonable level of discipline and supervision.
2. The types of misconduct and poor performance that will usually result in suspension or termination will include any instance of violence, harassment, discrimination, theft, violation of a felony or any crime of moral turpitude, repeated poor performance or misconduct following any written reprimand, performance violation, performance improvement plan or corrective action plan, repeated acts of insubordination, neglect of duty, incompetence, or violation of any rule, law, or policy that may cause a risk or harm to any person.

B. Set forth below are the types of disciplinary action that can be imposed:

1. Oral Reprimand. Oral reprimand is the least formal action. It is administered by the employee's immediate supervisor or Department Head. This action is not noted in an employee's personnel file. There is no requirement to issue an oral reprimand before proceeding to any other appropriate level of discipline. Nothing shall prevent an oral reprimand to be changed to a written reprimand if, upon reflection or discussion with the Department Head, the supervisor determines that a written reprimand is the appropriate form of discipline.
2. Written Reprimand. The written reprimand is prepared by the employee's immediate supervisor or Department Head and explicitly describes the problem and possible solution. A copy of the written reprimand is filed in the employee's personnel file. There is no requirement to issue a written reprimand before proceeding to any other appropriate level of discipline.
3. Suspension. With the approval of the Department Head, an employee may be separated from service for one working day or more. Suspensions require County Counsel and Human Resource Director review and County Administrative Officer approval. There is no requirement to issue a suspension before proceeding to any other appropriate level of discipline.

4. Demotion. An involuntary reduction in status from one classification to another classification having a lower salary range. A demotion requires County Counsel and Human Resource Director review and approval of the County Administrative Officer.
5. Discharge. Discharge is an involuntary separation from employment of an employee for cause. Discharge requires County Counsel and Human Resource Director review and approval of the County Administrative Officer.

520 Disciplinary Action - Grounds

- A. The maintenance of permanent status by an employee requires appropriate behavior and efficient and effective service. Employees are expected to observe and maintain certain standards of job performance and conduct. When job performance and conduct does not meet Mono County's standards, the employee's Department Head or his or her designee will endeavor, when deemed appropriate in their discretion, to provide employees with a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline, up to and including termination.
- B. Any permanent employee is subject to disciplinary action, including discharge, suspension, reduction in wages, demotion, written reprimand and oral reprimand. Listed below are examples of cause which will be deemed sufficient for such action by the County. These examples are intended to provide employees with fair notice of what is expected of them. It is not possible to provide an exhaustive list of all types of impermissible conduct and performance. Therefore, employees should be aware that conduct not specifically set forth below, but which adversely affects or is otherwise detrimental to the interests of Mono County, other employees, contractors, employees of other public agencies, clients, and members of the public, may also result in disciplinary action, including termination. Grounds for disciplinary action are not limited to the examples enumerated below:
 1. Fraud in securing appointment which shall include, but not be limited to, misrepresentation of any material fact in any written or oral application for work with Mono County; failure to possess any license or certificate necessary to the performance of the duties and functions required by the job for which the person is applying; and failure to possess any special skill or ability that may be required by the position for which the person is applying.
 2. Incompetence or inefficiency in the performance of duty. This is defined to include, but not be limited to, any neglect of duty and/or failure to meet reasonable work performance standards and requirements. The failure to comply with any performance improvement plan, corrective action plan, specific job improvement orders or suggestions set forth in a performance evaluation, or repeated failure to meet reasonable work performance standards, will result in disciplinary action that may include, suspension, demotion, or termination.
 3. Inexcusable neglect of duty. This may include, and not be limited to, unauthorized or excessive time away from the performance of the job duties, lack of attention to job responsibilities, failure to follow appropriate work procedures, and failure to perform duties in a timely manner. Repeated instances of inexcusable neglect of

duty can not be tolerated by a public agency and will result in disciplinary action, up to and including termination.

4. Insubordination. This is defined to include, but not be limited to, the willful failure or refusal to perform a particular duty, function or responsibility required by the position of employment. It may also include the failure to follow the terms and conditions of a performance improvement plan. Repeated instances of insubordination, whether or not related to the first instance of insubordination, are not acceptable and will result in disciplinary, up to and including termination. Insubordination also includes conduct which insults, demeans, or undermines the authority of a supervisor or manager.
5. Dishonesty which is defined to include, but not be limited to, any unauthorized possession or use of property not belonging to the employee, the making of false statements to a supervisor, Department Head, or investigating authority, committing perjury, falsifying time cards, or any County documents or records, and making any false or deliberately misleading statements during the course of employment or concerning any business of the County.
6. Violation of the County's drug and alcohol policy, and when applicable, violation of Department of Transportation Regulations and/or the Drug-Free Workplace Act of 1988.
7. The conviction of either a misdemeanor or a felony related to the position held will constitute grounds for discipline up to and including dismissal of any employee. The record of conviction will be conclusive evidence of the fact that a conviction occurred. The Human Resources Director may inquire into the circumstances surrounding the commission of the crime in order to support the degree of discipline. A plea or verdict of guilty or a conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
8. Persistent, abusive or discourteous treatment of the members of the general public or fellow employees, including but not limited to, discriminating against, harassing, including sexually harassing, fellow employees or members of the public, and/or interfering with the work performance of others.
9. Political activity during an employee's or officer's working hours, when engaged in official county business, when using County equipment, while in County uniform or in a County vehicle, or in the name of the County.
10. Violation of any County ordinance or lawful department rule, regulation or policy.
11. Willful misuse of County property or causing damage to County property resulting from misuse or negligence.
12. Knowing and malicious publication (orally or in writing) of inaccurate or false information concerning County, its officers or employees, which is of such nature as to bring discredit to the County or its officers and employees.

13. Misrepresenting oneself as a spokesman for the County in such a way as to bring discredit to the County.
14. Working or approving overtime without authorization.
15. Excessive absenteeism, tardiness, or abuse of lunch and other break privileges.
16. Abuse of sick leave.
17. Mental or physical impairment which renders the employee unable to perform the essential functions of the job, with or without reasonable accommodation (if disabled), or presents a significant current risk of substantial harm or threat to the health and/or safety of self or others.
18. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
19. Failure to maintain confidential information.
20. Endangering another employee or member of the public through unsafe practices, engaging in threatening, intimidating, or discriminatory activities, and unlawful or unauthorized possession, brandishing, or use of any dangerous weapon.
21. Any other failure of good behavior or acts which are incompatible with or inimical to, or in any way provides harm to, the public service, brings discredit to the County, or is a violation of the Codes of Conduct provided in these rules under section 268.380.

530 Disciplinary Action – Effective Date

Disciplinary action becomes final upon issuance of the final notice of the disciplinary action. Before taking action to dismiss, suspend without pay, demote, or cause a reduction in pay or other property interest of employment, specific procedures which provide the employee with procedural due process, must be followed. Any such proposed discipline should be reviewed by the Human Resource Director or his or her designee, and the County Counsel's office, prior to such action being taken. The Sheriff may adopt policies and procedures that guide the Department through this process.

A. Notice of Proposed Action (Skelly Notice).

The Sheriff shall first attempt to cause the Notice of Proposed Action to be personally served on the employee if that is possible. If the circumstances do not allow for hand delivery of the notice, the notice may be mailed by both certified and first-class mail, and five calendar days are to be added to the applicable response time.

The Notice of Proposed Action shall contain the following:

1. The name of the employee and their position.

2. A statement describing the disciplinary action proposed to be taken and the proposed effective date of such action.
3. A statement of the specific charge(s) for the proposed discipline from the grounds for discipline set forth in Section 520 and any applicable Sheriff Policy Manual.
4. A clear and concise statement of the reasons for which the proposed disciplinary is being taken, including a statement of the acts or omissions that form the basis of the charges.
5. A statement that the employee may review and request copies of materials upon which the proposed action is based, or a statement that the materials that form the basis of the proposed action are attached to, and incorporated within, the notice.
6. A statement that the employee has the right to respond within five (5) calendar days to the appointing authority either orally or in writing, and has a right to be represented at the hearing.

B. Employee Response.

The employee, with or without union representation, upon whom a Notice of Proposed Action has been served shall have five (5) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon application and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within five (5) calendar days of service of the Notice of Proposed Discipline, or within the period specified in any written extension, the right to respond is waived and lost.

C. Hearing or Review of Written Response.

1. The purpose of the Skelly Hearing is to provide an opportunity for the employee to be heard. The employee may offer oral or written information that serves to refute factual allegations in the notice of proposed discipline and/or to offer facts or explanation in order to reduce the severity of the proposed discipline.
2. The following guidelines shall apply:
 - i. The hearing officer shall conduct the Skelly Hearing. The Sheriff shall be the hearing officer except where departmental policy requires a different specified officer to conduct the hearing.
 - ii. The hearing is not a formal evidentiary hearing. The hearing officer may only review those documents which are relevant to the specific proceeding as determined in his or her sole discretion.
 - iii. At the beginning of the hearing, the hearing officer shall explain the process and advise the employee that the scope of the hearing is limited to the charges and facts set forth in the Notice of Proposed Discipline and ask the employee if the employee has any questions about what is stated in that Notice, and to present facts in support of their position.
 - iv. The employee is allowed to have a Mono County Sheriff's Management Association ("Union") appointed representative at the hearing if he or she chooses.
 - v. The Department may have representatives at the hearing to listen to the proceedings, take notes, and respond to questions from the hearing officer.

- vi. Following the hearing, and within a reasonable time, the hearing officer shall determine, based upon the information provided for the Skelly Hearing, whether to confirm the proposed discipline; to modify or withdraw the proposed discipline; or to instruct the individual initiating the disciplinary action to conduct additional investigation.

D. Notice of Final Disciplinary Action.

Following the conclusion of the Skelly Hearing process, the hearing officer shall prepare a written Notice of Final Disciplinary Action and serve the Notice on the employee and on the Union President by personal delivery or by both certified and first-class mail. The Notice is deemed served upon personal delivery or mailing, but in the case of mailing it shall extend the time for the Union to request an appeal by five calendar days. Upon service of this Notice of Final Disciplinary Action, the discipline shall become effective and imposed.

The Notice of Final Disciplinary Action shall contain:

1. The name of the employee and their position.
2. A statement describing the disciplinary action to be taken and the effective date of such action.
3. A statement of the specific charge(s) for the discipline from the grounds for discipline set forth in Section 520 and any applicable Sheriff Policy Manual.
4. A clear and concise statement of the reasons for which the proposed disciplinary is being taken, including a statement of the acts or omissions that form the basis of the charges. Any relevant facts presented by the employee in response to the proposed action, shall also be included.
5. A statement that the Union has a right to appeal the imposition of discipline to arbitration within ten (10) calendar days of the service of the Notice of Final Disciplinary Action.
6. A copy of written materials upon which the County relied upon in imposing the discipline, or if such materials are voluminous, a succinct statement describing the materials and notifying the employee how a copy of those materials may be obtained.

E. Leave Pending Employee Response.

Pending response to a Notice of Proposed Action, the Sheriff may place the employee on temporary leave of absence with pay pending the completion of the hearing process.

535 Appeal to Arbitration

In order to exercise the right to appeal such a matter to arbitration, within 10 calendar days of the service of the Notice of Final Disciplinary on the employee, the employee shall file with the County Human Resources Department a written notice of appeal. The Human Resources Department shall forward the notice of appeal to the Clerk of the Arbitrator (the Mono County Clerk / Recorder or his/her designee). Such notice shall include the factual basis for challenging the Notice of Final Disciplinary action. The Union and the County shall share equally the cost of the arbitrator regardless of the outcome of the arbitration. If the employee does not file a written

notice of appeal within the time limits required, the disciplinary action is final without any further action or appeal rights.

540 Appointment of Arbitrator

An Arbitrator that is a licensed attorney and on a list provided by the California State Mediation & Conciliation Service shall hear and determine all appeals from disciplinary proceedings other than oral or written reprimands (which are not subject to appeal) and shall hear grievances as the final step of the grievance process (if reached). The parties to the appeal hearing and to the selection of the arbitrator shall be the Union, on behalf of the employee, and the County. Each party shall choose three names from the list and put those names into a hat. The Arbitrator shall be chosen in the presence of the Human Resources Director by the Union President and/or designee pulling a name out of a hat.

- C. Authority of the Arbitrator. The Arbitrator will have the power to examine witnesses under oath, compel their attendance, compel production of evidence, issue subpoenas in the name of the County and deliver subpoenas to current employees and/or provide for service of the subpoenas. The refusal of a person to attend or to testify and answer to a subpoena will subject the person to prosecution in the same manner as set forth by law for failure to appear before the Board of Supervisors in response to subpoena issued by the Board of Supervisors and/or be subject to disciplinary action if the witness is an employee.
- D. Arbitrator Deliberations and Determinations. When the Arbitrator makes determinations, after required notice and hearing, the Arbitrator will have the following powers:
 - 1. Upon reaching a conclusion with respect to a determination requiring findings and conclusions, the Arbitrator shall cause to be drafted his or her findings and conclusions.
 - 2. The decision of the Arbitrator shall be the final and binding administrative action and not subject to any further administrative appeal.

550 Appeal Procedure

- A. Scheduling of Hearing. Upon receipt of the request for appeal, the Clerk of the Arbitrator shall schedule a hearing before the Arbitrator. Absent a stipulation to the contrary, the appeal hearing shall be set no less than twenty (20) working days and no more than sixty (60) working days from the day of the filing of the appeal. These deadlines are advisory only. Failure to schedule, notice or conduct a hearing within the suggested time periods shall not invalidate the disciplinary action being appealed. All interested parties shall be notified in writing of the day, time and place of the hearing at least fifteen (15) working days prior to the hearing.
- B. Private Hearings. All hearings shall be private.
- C. Pre-Hearing Procedure.
 - 1. Subpoenas. The Arbitrator is authorized (but not required) to issue subpoenas at the request of either party prior to the commencement of the hearing. After the

commencement of the hearing, the Arbitrator may issue subpoenas only for good cause. The Human Resources Department will prepare subpoenas for all witnesses. The Human Resources Department will only serve subpoenas on individuals who are currently employed by the County. It will be the responsibility of the employee and the County to submit the names of County employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.

2. Exhibits and Witnesses Lists. Ten (10) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Arbitrator Clerk a list of all witnesses and a list and copy of all exhibits.
3. Hearing Briefs. Either party may submit a concise hearing brief outlining the factual and legal issues and providing a legal analysis supporting the party's position. Hearing briefs shall be filed with the Clerk of the Arbitrator and served on the other party at least five calendar days prior to the commencement of the hearing. Hearing briefs are limited to ten (10) pages or less unless otherwise allowed by the Arbitrator.

D. Record of Proceedings and Costs.

1. Court Reporter. All disciplinary appeal hearings may, at the discretion of either party be recorded by a court reporter. Any hearing that does not utilize a court reporter shall be recorded by audio tapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both parties request a court reporter, the cost will be split equally.
2. Employee Witness Compensation. Employees of the County who are subpoenaed to testify during working hours will be released from work with pay to appear at the hearing. The Union will bear the cost of reimbursing any more than six employees if subpoenas to appear at the hearing for the pay such employee(s) is entitled to. The Arbitrator may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify by the party subpoenaing them, unless the County agrees to a different arrangement. Time spent by an employee summoned as a witness will count as hours worked.

E. Conduct of the Hearing. The hearing need not be conducted in strict accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.

1. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Consideration shall be given to the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

2. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
 3. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
 4. Irrelevant and unduly repetitious evidence may be excluded.
 5. The Arbitrator shall determine the relevancy, weight and credibility of testimony and evidence. Decisions made by the Arbitrator shall not be invalidated by any informality in the proceedings.
 6. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
- F. Burden of Proof. In a disciplinary appeal the party employing discipline has the burden of proof by the preponderance of evidence.
- G. Request for Continuance. Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated and the Arbitrator must find that good cause exists prior to granting a request for continuance.
- H. Testimony under Oath. All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The Arbitrator will request the witnesses to raise their right hand and respond to the following:
- “Do you swear or affirm that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?”
- I. Presentation of the Case. With respect to disciplinary appeals, the hearing shall proceed in the following order unless the Arbitrator, for special reason, directs otherwise:
1. The party imposing discipline (County) shall be permitted to make an opening statement.
 2. The appealing party (Union) shall be permitted to make an opening statement, or reserve an opening statement until presentation of their case.
 3. The party imposing disciplinary action (County) shall produce their evidence.
 4. The party appealing from such disciplinary action (Union) may then offer their evidence.
 5. The County may offer rebutting evidence.
 6. Closing arguments shall be permitted at the discretion of the Arbitrator. The party imposing discipline (e.g. the party with the burden of proof), shall have the right to go

first and to close the hearing by making the last argument. The Arbitrator may place a time limit on closing arguments. The Arbitrator or the parties may request the submission of written post-hearing briefs. The Arbitrator will determine whether to allow the parties to submit written post hearing briefs. The Arbitrator may also require that post-hearing briefs be tailored to address specific issues and set a specific maximum number of pages for said briefs.

7. With respect to grievances, the party who filed the grievance shall present their case first, followed by the department head or other party responding to the grievance. The Arbitrator may then allow rebuttals and closing arguments as it deems appropriate.
- J. Procedure for the Parties. The County representative and the Union representative will address their remarks, including objections, to the Arbitrator. Objections may be ruled upon summarily or argument may be permitted. The Arbitrator reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representative shall continue with the presentation of their case.
- K. Right to Control Proceedings. While the parties are generally free to present their case in the order that they prefer, the chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses. The Arbitrator shall allow parties to examine their own witnesses or to cross-examine the other party, or the other party's witnesses.
- L. Hearing Demeanor and Behavior. All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or the Arbitrator, and shall conduct themselves with the civility and etiquette appropriate for a legal proceeding. The Arbitrator reserves the right to continue the hearing or dismiss disruptive witnesses or counsel.
- M. Deliberation Upon the Case. The Arbitrator shall consider all relevant oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching a decision. The Arbitrator may deliberate at the close of the hearing or at a later date and time.
- N. Written Findings and Recommended Decision. The Arbitrator shall render the findings and decision as soon after the conclusion of the hearing as possible. A finding must be made by the Arbitrator on each material issue.
- O. Judicial Review.
 1. Petition for Writ of Mandate. Judicial review of any decision of the Arbitrator may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the time limits specified in this section.
 2. 90 Days from Final Decision. Pursuant to Code of Civil Procedure Section 1094.6 any such petition shall be filed not later than the ninetieth (90th) day following the date on which the decision becomes final. The decision becomes final on the date it is mailed

by first-class mail, postage prepaid, including a copy of the affidavit or certificate of mailing, or as provided pursuant to Code of Civil Procedure Section 1094.6(b).

3. Administrative remedies are deemed exhausted when findings have been issued.

GRIEVANCE PROCESS

560 Grievance - Definitions

With respect to the grievance procedure, unless the context indicates otherwise, the terms used are defined as follows:

- A. Grievance. A grievance is a written allegation by a Grievant, submitted as herein specified, claiming violation of the specific expressed terms of a memorandum of understanding or rules or regulations governing the personnel practices or working conditions of employees and for which there is no other specific method of review provided by State or Federal law or by County ordinance or rules.
- B. Grievant. For all grievance procedures up to the level of arbitration, a grievant is an employee in the County Service (probationary or permanent) or group of such employees adversely affected by an act or omission of the County or the majority representative of a bargaining unit. For all grievance procedures at the level of arbitration, the grievant is the Union.
- C. Immediate Supervisor. The individual who assigns, reviews or directs the work of an employee.
- D. Representative. The person selected by an employee to appear with that employee in the presentation of the employee's grievance.
- E. Superior. The individual to whom an Immediate Supervisor reports.
- F. The Grievance Procedure is not to be used for the following:
 1. For the purpose of resolving complaints, requests or changes in wages, hours and working conditions.
 2. To challenge the results of employee evaluations or performance reviews; provided, however, that an overall evaluation of "unsatisfactory" that does not form the basis of a decision to grant or deny a pay increase (e.g., a step increase) may be grieved to step three of the grievance process and an overall evaluation of "unsatisfactory" that does form the basis of such a decision may be grieved to step four of the grievance process
 3. To challenge the decision to re-classify, lay-off, deny reinstatement or deny a step or merit increase to an employee, except to the extent the grievance alleges a violation of a County procedural requirement related to such matters.

4. In cases of oral reprimand, written reprimand, demotion, suspension, or termination.
5. To challenge violation of the law or past practice.
6. To challenge examinations or appointment to positions.
7. To express unhappiness over lawful management decisions, style, etc.

570 Grievance - General Rules

- A. All parties to a grievance must act in good faith and strive for objectivity. Parties should endeavor to reach a solution at the earliest possible step of the procedure. Filing of a grievance will not result in retaliation.
- B. The aggrieved employee shall have the right to be represented or accompanied by a person of the employee's choice if the grievance is not resolved at the informal level as provided in step one of the grievance procedure.
- C. The employee and his or her representative will have reasonable time and facilities allocated for the preparation of the employee's position with respect to the grievance alleged. The time must be reasonable and not excessive.
- D. The timelines in the grievance procedure must be strictly followed. If the grievance is not appealed to the next level within the specified time limit, the grievance shall be considered withdrawn and will not be processed further. If the County fails to process the grievance in a timely manner, the grievance will go automatically to the next step. The parties may extend the timelines by mutual agreement in writing.
- E. Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give reasonable and timely notice to all persons concerned.
- F. When two (2) or more employees have a common grievance, they shall initiate a single group grievance or County may combine common grievances into a single group grievance. The initial hearing of the group grievance shall be by the Sheriff.
- G. If the grievance is not resolved at the Department level, it shall be heard by the County Administrative Officer and his/her decision is final except as set forth in Section 580 D.

580 Grievance - Procedure

- A. Step One. Within five (5) working days of the date the employee knew or should have known of the incident giving rise to the grievance, the employee must discuss the matter informally with the employee's immediate supervisor. If more than five (5) working days elapse from the date the employee knew or should have known of the act or omission giving rise to the incident, the grievance will be rejected and will not be processed further.

The employee or the supervisor may seek advice or counsel from superiors or the Department Head.

- B. Step Two. If, within five (5) working days of completion of Step One, a mutually acceptable solution has not been reached at Step One, the employee shall submit the grievance in writing to the Department Head or appointing authority.

In filing a grievance, the employee should set forth the following information:

1. The specific Section of the MOU, rules or regulations allegedly violated.
2. The specific act or omission that gave rise to this alleged violation.
3. The date or dates on which the violation occurred.
4. What documents, witnesses or other evidence supports the grievant's position.
5. The remedy requested.

Within ten (10) working days of receipt of a formal grievance, the Sheriff will hold a meeting with the grievant and the grievant's representative, if any. A written decision will be prepared within five (5) working days from the meeting, and shall be served on the employee within ten (10) working days or from the date of the meeting. The parties may agree to an extension of time for the written decision if necessary to perform research or investigation that may result in a resolution of the grievance. Before the issuance of the written decision, Sheriff will review the written decision with the County Counsel and the Human Resources Director.

- C. Step Three. Should an employee be dissatisfied with the decision of the Department Head or appointing authority, said employee, within five (5) working days of the receipt of the decision, may file a written appeal with the County Administrative Officer. The County Administrative Officer will render a decision within ten (10) working days and serve a copy of the written decision on the employee and on the Union President by personal delivery or by both certified and first-class mail. The Notice is deemed served upon personal delivery or mailing, but in the case of mailing it shall extend the time for the Union to request an appeal by five calendar days.
- D. Step Four. Should an employee be dissatisfied with the decision of the County Administrative Officer, within 10 calendar days of the service of the copy of the written decision by the CAO on the Union President, the Union may file with the County Human Resources Department a written notice of appeal. The matter shall then be heard by an Arbitrator as set forth in Section 540 *et. seq.* Note that step four is not available in the case of overall evaluations of "unsatisfactory" which do not form the basis of a decision to grant or deny a pay increase. (See above Section 560(F).)

All grievances will be treated, to the extent possible, as matters requiring confidentiality, and all parties concerned will strive to limit publicity and notoriety surrounding the grievance.

600 Layoff

- A. Layoff Determination. Whenever in the judgment of the Board of Supervisors it becomes necessary to abolish any position of employment, the employee holding such position of employment may be laid off or demoted without disciplinary action and without the right of appeal.
- B. Notification. Employees to be laid off should be given, whenever possible, at least fourteen (14) calendar days notice. The notice will include the reason for lay off, a list of displacement rights, and the effective date of layoff. Upon notification of layoff, any permanent or probationary employee, upon receiving a layoff notice, may use up to ten (10) days of accrued sick leave to look for other employment. Such leave may be taken upon at least one day's notice to the employee's Department Head or supervisor, and leave consisting of two or more days may be taken upon at least two day's notice.
- C. Process for Lay Off. The Board of Supervisors shall have the sole discretion to determine the number and classification of employees to be laid off in each department. All layoffs shall be made by classification within a department.
- D. Order of Lay Off. Employees shall be laid off in the inverse order of their seniority in their classification in the department. This order may be modified when a Department Head requests, and the CAO determines, that an immediate business necessity requires a variance from this general order. The order shall be as follows:
 - 1. Temporary employees;
 - 2. Probationary part-time employees;
 - 3. Probationary full-time employees;
 - 4. Permanent part-time employees;
 - 5. Permanent full-time employees.
- E. Seniority. Seniority is based on total continuous permanent employment with the County. Continuous permanent employment is defined as employment with the County without interruption commencing with the employee's hiring date, except for authorized absences or absences to serve in the armed forces of the United States.
- F. Ties. Ties in hiring dates shall be broken by lot.
- G. Displacement. Permanent employees who are designated to be laid off may displace employees in a lower classification within the employee's department provided that the employee exercising the displacement privilege has greater seniority than the incumbent in the class which the employee is bumping, and provided that the employee meets the

minimal qualifications for the job. Conditions which affect displacement rights are as follows:

1. The employee exercising the displacement privilege will displace the employee in the lower classification in the inverse order of seniority.
 2. All employees must exercise displacement privileges within five (5) working days after receipt of the notice of lay off, by written notice to the Human Resources Director. The County shall provide an appropriate layoffs list to the affected employee(s). If this choice is not exercised within the specified time, it is automatically forfeited. If an employee exercises their displacement privileges they will receive the salary in that new position in accordance with procedures governing voluntary demotion.
- H. Reemployment. An employee who has been laid off or demoted in lieu of layoff may be reemployed or reinstated as follows:
1. Eligibility for Reemployment Following Layoff. Permanent employees who are laid off, or demoted in lieu of lay-off will be eligible for reemployment in the classification from which they were laid off or demoted, or to a related classification with similar or lesser qualifications, if a vacancy in the classification occurs within two years of the date of layoff or demotion. If an employee declines an offer of reemployment two (2) times, the employee's name will be taken off the reemployment list.
 2. Process. Each permanent employee who has been laid off or demoted in lieu of lay off will be placed on a reemployment list by classification in the reverse order of layoff. As a vacancy occurs in the classification or related classification, the Human Resources Director will offer reemployment to the top person on the reemployment list. The employee shall have five days to respond to the offer.
 3. Status, Salary, Benefits, and Seniority Upon Reemployment. Permanent employees who are reemployed following a layoff will be placed on the salary range and step last held. If the employee is reemployed within one year the employee will be treated as if they had been on an unpaid leave of absence. Permanent employees who are reemployed after one year shall accrue benefits as if they are new employees. Any unused and unpaid sick leave shall be reinstated upon reemployment.

610 Personnel Records

- A. General. The County maintains a personnel file on each employee. An employee's personnel file should contain only material that is necessary and relevant to the administration of the County's personnel program. Personnel files are the property of the County and access to the information they contain is restricted.
- B. Notifying County of Changes in Personnel Information. Each employee is responsible to promptly notify the Manager of Human Resources and Department Head of any changes in relevant personnel information including:

1. Legal Mailing address, residence address if different from mailing address, and email address if any;
2. Telephone and Cellular number, if any;
3. Persons to be contacted in case of emergency; and,
4. Number and names of dependants.

C. Medical Information.

1. Separate Confidential Files. All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with the American with Disabilities Act, the California Fair Employment and Housing Act and the California Confidentiality of Medical Information Act, and any other enacted federal or state laws.
2. Information in Medical Files. The County will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality in Medical Information Act and the Health Insurance Portability and Accountability Act. To enable the County to obtain certain medical information, the employee or the applicant may need to sign an Authorization for Release of Employee Medical Information.
3. Access to Medical Information. Access to employee or applicant medical information will be strictly limited to only those with a legitimate need to have such information for County business reasons. In the case of an employee with a disability, Managers, Supervisors, Department Heads, Risk Management, and Human Resources may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations, but may not be provided information about the medical condition unless authorized by state and federal law.

D. References and Release of Information in Personnel Files.

1. Public Information. Upon request, the County will release to the public information about its employees to the extent required by the Public Records Act. The County will not disclose personnel information that it considers would constitute an unwarranted invasion of personal privacy.
2. Reference Checks. All requests from outside the County for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Director. Information will be released only if the employee signs an Authorization for Release of Employment Information on the form provided by the Human Resources Director. Without such authorization, the following limited information will be provided:
 - a. Date of employment;
 - b. Date of departure,

- c. Job Classification upon departure, and,
- d. Salary upon departure.

Managers and Supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Human Resources Director.

E. Employee Access to Personnel File.

- 1. Inspection of File. An employee may inspect his or her own personnel file at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Department Head or Human Resources Director to arrange an appointment. The review must be done in the presence of an employee who maintains the personnel file.
- 2. Copies. Upon request an employee is entitled to receive a copy of any employment - related document he or she has signed. An employee who wishes to receive such a copy should contact the Department Head or Human Resources Director.

620 Travel

The County shall establish and maintain a consistent travel policy for out-of-County travel applicable to all employees, management, and elected officials. The Director of Finance shall be responsible for timely travel reimbursement in accordance with the established policy. It is the responsibility of the Human Resources Department to maintain current documents regarding the travel policy.

630 Travel Authorization

- A. A completed travel request form shall be submitted to the County Administrative Office for all out-of-County travel requiring overnight accommodations. Department Heads may authorize travel for their respective employees in cases involving in-County and out-of-County travel not requiring overnight accommodations. Out-of-County travel is defined as travel outside of the geographic borders of Mono County and the contiguous northern territory of Inyo County bounded to the south by, and encompassing, the Bishop region.
- B. A completed travel request form shall be submitted to the County Administrative Officer as far in advance as possible of the anticipated date of the travel, but in no case less than seven days prior to the anticipated travel. All out-of-County travel requests shall initially be approved by the employee's Department Head or designee. Final approval shall be obtained from the County Administrative Officer, who may approve, deny or modify all proposed travel requests. Travel outside the states of California and Nevada must also be approved by the Board of Supervisors.
- C. If an emergency condition exists requiring the authorization of travel, a Department Head shall immediately notify the County Administrative Officer. If the County Administrative Officer is not available to authorize travel, the Department Head may authorize such travel,

provided notification is given to the County Administrative Officer on the next available workday.

- D. Travel in County vehicles by persons other than County employees, clients, and contractors is not permitted unless specifically approved by the County Administrative Officer and Risk Manager in advance in writing.

640 Travel Reimbursement

- A. Unless otherwise specifically stated or provided by law, mileage reimbursement for authorized in-County and out-of-County travel where an employee uses his or her personal vehicle shall be at the current IRS rate. However, an employee who receives an automobile allowance shall not be reimbursed for any in-County mileage.
- B. Each County department is responsible for keeping travel and lodging costs within their individual travel budgets. Out-of-County travel involving overnight lodging shall be reimbursed for actual, reasonable and necessary lodging costs, in accordance with standard costs generally charged in the city or county visited. The lodging reimbursement is subject to approval by the Department Head and the Director of Finance.

Detailed justification must be provided when lodging reimbursement exceeding \$200 per night is being requested. After review, the Director of Finance may disapprove all or any portion of this request if he/she determines it to be unreasonable.

To be eligible for the lodging allowance, the employee must be authorized to travel to the designated area and must furnish a commercial lodging receipt for the day(s) of travel which indicates the location and cost of the lodging.

- C. Meal reimbursement rates and a meal reimbursement policy will be established by the Board of Supervisors and may be periodically adjusted, up or down, by the Board of Supervisors and/or pursuant to a specific Memorandum of Understanding.
- D. There shall be no reimbursement for in-County meals except under the following conditions and circumstances:
 - 1. Whenever an employee is temporarily assigned to an in-County job site and that assignment would require the employee to remain at the job site overnight.
 - 2. When a Department Head or designated representative is required to attend a County-related function which includes a meal as part of the function.
- E. The following expenses may be claimed for reimbursement if incurred in the performance of county business:
 - 1. Registration fees;
 - 2. Parking fees;

3. Ferry or bridge tolls;
 4. Bus or taxi fares.
- F. The following expenses will not be reimbursed:
1. Gratuities, with the exception of customary and usual gratuities associated with restaurant meals in an amount not to exceed 15% of the total meal cost prior to adding the gratuity, excluding any alcohol, provided that the gratuity is documented in a manner acceptable to the Finance Director;
 2. Personal services such as dry cleaning or laundry;
 3. Valet parking unless no self-parking is available;
 4. Room service charges;
 5. Alcoholic beverages.

650 Travel Advance

- A. Department Heads are expected to provide employees with County credit cards in lieu of travel advances, and travel advances should be granted only when there is insufficient time to obtain a credit card.
- B. Employees requesting a travel advance must submit the travel request form at least ten days prior to the anticipated travel.
- C. Travel advance requests may include advance payment for registration, lodging, meals and/or transportation and shall not be granted in an amount less than fifty dollars.
- D. Employees receiving a travel advance must file a reconciliation claim with the Director of Finance for their travel within thirty (30) days of their return from the trip.

660 Travel Claim Procedure

- A. Claims for expenses while traveling on official business must be submitted to the Director of Finance within thirty (30) days of the completion of the travel.
- B. Claims must include the following:
 1. A statement of the purpose for the trip and a copy of the agenda for conferences;
 2. The date and time the employee departed and the date and time the employee returned;
 3. An itemized list of expenditures with corresponding receipts with the exception of meals in cases where the meal allowance is claimed as the reimbursement;

4. When a personal vehicle is used, a Map Quest statement of the round trip mileage.

670 Employer/Employee Relations Policy

- A. Statement of Purpose. This policy implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations between the County and its employee organizations. Nothing contained herein shall be deemed to supersede the provisions of state law, ordinances, resolutions and rules which establish and regulate the merit and civil service system, or which provide for other methods of administering employer-employee relations. This policy is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees, employee organizations and the County.

It is the purpose of this policy to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive County rights with respect to matters of general legislative or managerial policy, which include among others: the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

- B. Definitions. As used in this Resolution, the following terms shall have the meanings indicated:
 1. Appropriate unit - a unit of employee classes or positions, established as set forth herein.
 2. County - County of Mono, and, where appropriate refers to the Board of Supervisors or any duly authorized County representative.
 3. Confidential Employee - means an employee who, in the course of his or her duties, has access to confidential information relating to the County's administration of employer-employee relations.
 4. Consult/Consultation in Good Faith - to communicate orally or in writing with all affected employee organizations, whether exclusively recognized or not, for the

purpose of presenting and obtaining views or advising of proposed actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposals with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to the impasse process.

5. Day - calendar day unless expressly stated otherwise.
6. Employee Relations Officer- the County Administrative Officer or his/her duly authorized representative, usually the Human Resources Director.
7. Exclusively Recognized Employee Organization - an employee organization which has been formally acknowledged by the County as the sole employee organization representing the employees in an appropriate representation unit, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.
8. Impasse - means that the representatives of the County and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
9. Management Employee - an employee having responsibility for formulating, administering or managing the implementation of County policies and programs.
10. Proof of Employee Support - (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of a petition.
11. Supervisory Employee - any employee having authority, in the interest of the County, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

C. Filing of Recognition Petition by Employee Organization. An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization

representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

1. Name and address of the employee organization.
2. Names and titles of its officers.
3. Names of employee organization representatives who are authorized to speak on behalf of the organization.
4. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the County.
5. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.
6. A copy of the employee organization's constitution and bylaws.
7. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
8. A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, sexual orientation, mental or physical disability or medical condition.
9. The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.
10. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the County. Such written proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.
11. A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

D. County Response to Recognition Petition.

Upon receipt of the Petition, the Employee Relations Officer shall determine whether:

1. There has been compliance with the requirements of the Recognition Petition, and
2. The proposed representation unit is an appropriate unit.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she will so inform the petitioning employee organization, give written notice of such request for recognition to the employees in the unit and take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization and, if the determination thereafter remains unchanged, will inform that organization of the reasons therefore in writing.

The petitioning employee organization may appeal such determination in accordance with Section L of this policy.

- E. Open Period for Filing Challenging Petition. Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section C. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit petitioning employee organizations will be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with this policy as set forth in Section H. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Section L.
- F. Granting Recognition Without an Election. If the proof of support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusive Recognized Employee Organization for the designated unit.
- G. Election Procedure. The Employee Relations Officer will arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this policy will be included on the ballot. The ballot will also reserve to employees the choice of representing themselves individually in their employment relations with the County. Employees entitled to vote in such election will be employees within the designated

appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the County in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the County and by each employee organization appearing on the ballot.

- H. Procedure for Decertification of Exclusively Recognized Employee Organization. A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:
1. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
 2. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
 3. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
 4. Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation and information required under paragraph of this Section H, and otherwise conforms to the requirements of Section C.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article II. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section L. If the determination of the Employee Relations Officer is in the affirmative, or if a negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section G.

During the "open period" specified in the first paragraph of this Section, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event any other employee organization may within fifteen (15) days of such notice file a Recognition Petition in accordance with this Section, which the Employee Relations Officer shall act on in accordance with this Section.

If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

I. Policy and Standards for Determination of Appropriate Units. The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the County and its compatibility with the primary responsibility of the County and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
2. History of representation in the County and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
3. Consistency with the organizational patterns of the County.

4. Effect of differing legally mandated impasse resolution procedures.
5. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
6. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classifications among two or more units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in Section B of this policy, are determining factors in establishing appropriate units hereunder, and therefore managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization which represents other employees.

Peace Officers may be required to be represented in separate units composed solely of such Peace Officers. These units shall not be represented by an organization that, directly or indirectly, is subordinate to any other employee organization which includes non-peace officers.

The Employee Relations Officer will, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section. The decision of the Employee Relations Officer will be final.

- J. Procedure for Modification of Established Appropriate Units. Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Section H. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Section C will contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set herein. The Employee Relations Officer shall process such petitions as other Recognition Petitions.

The Employee Relations Officer may by his/her own motion propose that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Section I, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section L of this Article. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section C.

- K. Procedure for Processing Severance Requests. An employee organization may file a request to become the recognized employee organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another recognized employee organization. The timing, form and processing of such request shall be as specified in Section J for modification requests.

- L. Appeals. An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition under Section C, Challenging Petition under Section E, Decertification Petition under Section H, Unit Modification Petition under Section J, or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition under Section H has not been filed in compliance with this policy may, within ten (10) calendar days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the Board of Supervisors for final decision within fifteen (15) calendar days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

An appeal to the Board of Supervisors shall be filed with the Clerk of the Board, and a copy thereof served on the Human Resources Director and the Employee Relations Officer. The Board of Supervisors shall commence to consider the matter within thirty (30) calendar days of the filing of the appeal. The Board may, in its discretion, refer the dispute to a third party hearing process. Any decision of the Board of Supervisors on the use of such procedure, and/or any decision of the Board determining the substance of the dispute, shall be final and binding.

- M. Submission of Current Information by Recognized Employee Organizations. All changes in the information filed with the County by an Exclusively Recognized Employee Organization set forth in its Recognition Petition under Section C of this Section shall be submitted in writing to the Employee Relations Officer within fourteen (14) calendar days of such change.

- N. Employee Organization Activities -- Use of County Resources. Access to County work locations and the use of County paid time, facilities, equipment and other resources by employee organizations and those representing them shall be: (1) authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures; (2) limited to lawful activities consistent with the provisions of this Section that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections; and, (3) shall not interfere with the efficiency, safety and security of County operations.

- O. Administrative Rules and Procedures. The County Administrative Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this policy after consultation with affected employee organizations.

P. Initiation of Impasse Procedures. If the meet and confer process has reached impasse as defined in Section B.8 of this policy, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

1. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
2. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

Q. Impasse Procedures.

Impasse procedures are as follows:

1. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.
2. If the parties fail to agree to submit the dispute to mediation or fail to agree on the selection of a mediator, or fail to resolve the dispute through mediation within fifteen (15) days after the mediator commenced meeting with the parties, the parties may agree to submit the impasse to fact-finding.
3. If the parties agree on fact-finding, they may agree on the appointment of one or more fact-finders. If they fail to so agree on one or more fact-finders, a fact-finding panel of three (3) shall be appointed in the following manner: One member of the panel shall be appointed by the Employee Relations Officer, one member shall be appointed by the Exclusively Recognized Employee Organization, and those two shall name a third, who shall be the chairperson. If they are unable to agree upon a third, they shall select by agreement the third member from one or more lists of seven (7) names of individuals having fact-finding experience in the municipal sector to be provided by the California State Mediation and Conciliation Service.
4. The following constitute the jurisdictional and procedural requirements for fact-finding:
 - a. The fact-finders shall consider and be guided by applicable federal and state laws.
 - b. Subject to the stipulations of the parties, the fact-finders shall determine and apply the following measures and criteria in arriving at their findings and recommendations:
 - (1) First, as relevant to the issues in dispute, the fact-finders shall compare the total compensation, hours and conditions of employment of the employees involved in the fact-finding proceeding with the total compensation, hours and conditions of

employment of other employees performing similar services in public and private employment in the same and comparable communities. "Total compensation" shall mean all wage compensation, including but not limited to premium, incentive, standby, out-of-class and deferred pay; all paid leave time; all allowances, including but not limited to educational and uniform benefits; and employer payments for all health, welfare and pension benefits.

- (2) The fact-finders shall then adjust the results of the above comparisons based on the following factors:

The compensation necessary to recruit and retain qualified personnel.

Maintaining compensation relationships between job classifications and positions within the County.

The pattern of change that has occurred in the total compensation of the employees in the unit at impasse as compared to the pattern of change in the average "consumer price index" for goods and services, and the pattern of change in wages and compensation of other wage earners.

- (3) The fact-finder(s) shall then determine preliminary recommendations based on the comparisons as adjusted above which, however, shall be reduced as appropriate based on the financial resources of the County to implement them. In assessing the County's financial resources, the fact-finder(s) shall be bound by the following:

Other legislatively determined and projected demands on agency resources, i.e., budgetary priorities as established by the governing body; and

Allowance for equitable compensation increases for other employees and employee groups for the corresponding fiscal period(s); and

Revenue projections not to exceed currently authorized tax and fee rates for the relevant fiscal year(s); and

Assurance of sufficient and sound budgetary reserves; and

Constitutional, statutory (and charter) limitations on the level and use of revenues and expenditures.

- c. The fact-finders shall make written findings of fact, and advisory recommendations for the resolution of the issues in dispute, which shall be presented in terms of the criteria, adjustments, and limitations specified

above. Any member of a fact-finding panel shall be accorded the right to file dissenting written findings of fact and recommendations. The fact-finder or chairperson of the fact-finding panel shall serve such findings and recommendations on the Employee Relations Officer and the designated representative of the Exclusively Recognized Employee Organization.

5. If these parties have not resolved the impasse within ten (10) calendar days after service of the findings and recommendations upon them, the fact-finder or the chairperson of the fact-finding panel shall make them public by submitting them to the Human Resources Director for consideration by the Board of Supervisors in connection with the Board's legislative consideration of the impasse.
 6. If the parties did not agree on mediation or the selection of a mediator and did not agree on fact-finding, or having so agreed, the impasse has not been resolved, the Board of Supervisors may take such action regarding the impasse as it in its discretion deems appropriate as in the public interest. Any legislative action by the Board on the impasse shall be final and binding.
- R. Costs of Impasse Procedures. The cost for the services of a mediator and fact-finder or chairperson of a fact-finding panel utilized by the parties, and other mutually incurred costs of mediation and fact-finding, shall be borne equally by the County and Exclusively Recognized Employee Organization. The cost for a fact-finding panel member selected by each party, and other separately incurred costs, shall be borne by such party.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

Departments: Health

TIME REQUIRED

SUBJECT Request to Hire a Registered
Environmental Health Specialist
(REHS) at or Above the 74C Salary
Step

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Health Department is requesting Board approval to hire of an REHS, at or above the 74C salary step, for an exceptionally qualified candidate that recently interviewed for our currently vacant CUPA program position.

RECOMMENDED ACTION:

Approve the hire of an REHS, at or above the 74C salary step, to fill a Health Dept. vacancy in the CUPA program.

FISCAL IMPACT:

The maximum fiscal impact (74E) for a full year is \$126,171 including \$74,832 in salary, \$16,869 in PERS costs and \$34,470 in benefits. The cost for the remainder of the current fiscal year is \$10,361 with 6,236 in salary, 1,338 in PERS costs and \$2,787 in benefits. This position is included in the public health budget and has no impact on the general fund.

CONTACT NAME: Louis Molina

PHONE/EMAIL: 760-924-1845 / lmolina@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](#)

[MCPE Personnel System; Chapter 2.68](#)

History

Time	Who	Approval
5/20/2015 5:28 PM	County Administrative Office	Yes
5/29/2015 10:19 AM	County Counsel	Yes
5/26/2015 4:14 PM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT
Environmental Health

P O .BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P O .BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

May 19, 2015

To: Honorable Board of Supervisors
From: Louis Molina, Environmental Health Director
Subject: Request to Hire a Registered Environmental Health Specialist (REHS) at or Above the 74C Salary Step.

Recommended Action: Approve the hire of an REHS, at or above the 74C salary step, for an exceptionally qualified candidate that recently interviewed for our currently vacant CUPA program position.

Discussion: Section 2.68.080 of the MCPE Personnel Rules, regarding Salary Upon Hire, allows the Board of Supervisors to approve the hire of an individual whose recruitment examination showed this person to possess exceptional qualifications. The Mono County Health Department would like to offer a job to an exceptionally qualified candidate that recently interviewed for our CUPA program position. This individual is presently employed by Los Angeles County Department of Public Health and has over 20 years of varied experience in the field of Environmental Health. This individual is currently a supervisor in the Palmdale office and oversees LEA staff in the solid waste program. He has extensive experience with grant writing, interface with State agencies and with the management of a mandated program under State oversight. These particular skills are essential to effectively manage the CUPA program. This candidate's experience, qualifications and interpersonal skills will make him an exceptional fit to our CUPA program and a valuable asset to our Environmental Health Division, in general.

Additional consideration regarding the vacancy for this CUPA program position is the difficulty that this department is having in recruiting for the position. This position has been vacant since August of 2014 and we have advertised to fill this position since September of 2014. Since that time we have received only four applications for the position. Of those four, only two individuals had the required REHS registration and educational background. Applicants must have a BS in Environmental Health, Chemistry, Biology or closely related field and must have passed the REHS examination administered by CDPH. Of the two REHSs who applied, only one was qualified for this particular vacancy. This single individual is extensively qualified and we are, therefore, very fortunate that this person applied for this position. As mentioned, this candidate is currently employed at a salary that is substantially higher than even the top step in Mono County's REHS classification (74E). He has stated a willingness to take a decrease in pay in order to work and live in Mono County, but is not sure he can afford such a drastic decrease as he would need to absorb at the B step. Therefore, the Mono County Health Department wishes to offer a starting pay above the B step. I am requesting approval to offer this candidate a salary at the 74C step, or above, in order to make it fiscally feasible for him to accept our offer.

Fiscal Impact: The maximum fiscal impact (74E) for a full year is \$126,171 including \$74,832 in salary, \$16,869 in PERS costs and \$34,470 in benefits. The cost for the remainder of the current fiscal year is \$10,361 with 6,236 in salary, 1,338 in PERS costs and \$2,787 in benefits. This position is included in the public health budget and has no impact on the general fund.

For questions regarding this item, please call Louis Molina at 924-1845.

Submitted by: _____
Louis Molina, Environmental Health Director Date

Reviewed by: _____
Lynda Salcido, Public Health Director Date

Chapter 2.68

PERSONNEL SYSTEM

2.68.010	Short Title
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2.68.030	No Contract Created
2.68.040	Right to Amend, Delete or Suspend
2.68.050	Definitions
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2.68.070	Salary Plan
2.68.080	Salary Upon Hire
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2.68.120	Salary Upon Demotion
2.68.130	Salary Upon Transfer
2.68.140	Salary Placement for Emergency, Seasonal, Limited Term, and Temporary Employees
2.68.150	Recruitment
2.68.160	Examination Process
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2.68.180	Probation
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2.68.450	Outside Employment/Restrictions
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2.68.490	Disciplinary Action – General
2.68.500	Disciplinary Action - Authority
2.68.510	Disciplinary Action – Types
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2.68.630	Travel Authorization
2.68.640	Travel Reimbursement
2.68.650	Travel Advance
2.68.660	Travel Claim Procedure
2.68.670	Employer/Employee Relations Policy

2.68.010 Short Title

The ordinance codified in this chapter shall be known as the “Mono County Personnel System” or “Mono County Personnel Code.”

2.68.020 Application

The provisions of this chapter apply to all County employees unless a specific policy and/or procedure indicates otherwise. Exceptions to the application of this chapter are as follows:

A. If a provision of this chapter is in conflict with a provision of an applicable collective bargaining agreement negotiated between the County and a recognized employee organization, to the extent of such conflict, the provision of the bargaining agreement shall be controlling unless the provision in this chapter has been negotiated more recently.

B. Should a conflict exist between the provisions of this chapter and any state or federal law, the provisions of such state or federal law shall prevail.

2.68.030 No Contract Created

No provision in this chapter creates a contract of employment, expressed or implied, or any rights in the nature of a contract.

2.68.040 Right to Amend, Delete or Suspend

Any provision of this chapter may be amended by adding to, deleting or changing the provision, by action of the Board of Supervisors. Any provision may be suspended by action of the Board of Supervisors. The County will not take any action to amend, delete, or suspend a provision of this chapter without first meeting and conferring with the majority representatives of affected bargaining units.

The County Administrative Officer (CAO) may issue administrative policies and procedures in addition to the rules set forth in this chapter that are not inconsistent with or conflict with the provisions of this chapter or any collective bargaining agreement. This chapter may be amended by the Board of Supervisors to add any policy or procedure so issued.

2.68.050 Definitions

The following terms as used in this chapter shall, unless the context indicates otherwise, have the respective meanings set forth in this section:

1. Administrative Leave. Special leave which may be approved by the County Administrative Officer, or the Board of Supervisors, which temporarily relieves an employee from being present at work. This leave shall be granted to achieve a legitimate business purpose of the County. This leave shall be granted for a specified period of time.
2. Allocation. The official assignment of the position(s) to a designated class.
3. Anniversary date. The date recurring yearly upon an employee’s most recent permanent appointment, including reclassifications, promotions and demotions.
4. Applicant. A person who has timely submitted all the required documentation for an examination.

5. Appointing Authority. The person(s) having authority to appoint or to remove persons from positions in the County service or a subordinate to whom this authority has been delegated. This authority is subject to approval or ratification by the County Administrative Officer or his or her designee.
6. Appointment. The conditional offer of and acceptance by a candidate to a position in the County service. Appointments are described in Section 2.68.170
7. At-Will Employee. Employees expressly designated as “At-Will” by the Board of Supervisors. It also includes emergency, limited term, retired annuitants, seasonal and temporary employees. At-will employees serve at the pleasure of the appointing authority and can be removed without cause or right of appeal.
8. Board of Supervisors. The Board of Supervisors of Mono County.
9. Business Days. Calendar days exclusive of Saturdays, Sundays, legal holidays, and County holidays.
10. Certification. The Human Resources Director’s transmittal to a hiring department of names of available candidates for employment from a list of eligible’s in the manner prescribed in these Rules.
11. Classification Plan. An orderly arrangement of titles and descriptions of separate and distinct classes in competitive civil service.
12. Continuous Service. Permanent employment with the County without interruption except for authorized absences or absences to serve in the armed forces of the United States.
13. County. The County of Mono, a political subdivision of the State of California; also known as “Mono County.”
14. County Administrative Officer. (CAO) This position is responsible to the Board of Supervisors for the proper and efficient administration of all County offices, departments, institutions, and special districts under the jurisdiction of the Board of Supervisors. The Board of Supervisors and its members have delegated administrative supervision over County governmental activities to the County Administrative Officer and shall, except for the purposes of normal inquiry, not intervene or detract from the delegation. The general administrative responsibilities of this position are outlined in Section 2.84.060 of the Mono County Code. The person who fills this position is appointed by, and serves at the will and pleasure of, the Board of Supervisors.
15. Day. A day shall be calendar day unless otherwise specified. A working or business day shall be any day that the County is regularly open for business.
16. Demotion. A change of status of an employee from a position in one classification to a position in another classification with lesser duties and/or responsibilities, and a lower salary range. A demotion may be voluntary or involuntary. The demoted employee’s anniversary date shall become the effective date of the demotion.

17. Department Head. The head of an established office or department including elected officers who head such an office or department. Unless specifically excluded all Department Heads have appointing authority.
18. Discharge. Separation from employment as a disciplinary measure or for failure to maintain requirements of minimum qualifications.
19. Discipline. Oral reprimand, written reprimand, suspension without pay, demotion, or dismissal of an employee.
20. Dismissal. Termination of a permanent full-time or permanent part-time employee for cause.
21. Domestic Partner. A person who is in a committed relationship with a County employee and has established a domestic partnership pursuant to California Family Code Section 297, and as that section may be amended from time to time.
22. Eligible List. Any of the lists of names of persons who have been found qualified through suitable examination for employment in a specific class or position in the competitive civil service arranged in rank order.
23. Emergency. An unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.
24. Emergency Employee. A person meeting the minimum qualifications for the job who is employed without going through the recruitment and selection process because of an emergency. Emergency employees serve at-will for a maximum of 30 consecutive working days and do not receive benefits unless required by law.
25. Employee. Any person holding a position of employment with the County which has been duly established by ordinance or resolution of the Board of Supervisors. This includes appointed Department Heads and appointed officers. It excludes elected Department Heads and elected officials.
26. Full-Time Employee. Shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal to those of a full workweek or work period as described hereinafter.
27. Hard to Fill. A determination made by the CAO when no qualified applications have been filed for an advertised vacancy in a classification for a period of at least six continuous months and when the business needs of a Department require the immediate filling of a vacant position.
28. Hiring Date. The date an employee is first hired by the County and the initial anniversary date. If an employee separates from continuous County employment a new hiring date shall be established if the employee returns to County service unless the first hiring date is required to be maintained pursuant to state, federal, or County leave laws.
29. Human Resources Director. The position serving at the will and pleasure of the County Administrative Officer which has day-to-day responsibility for the management and administration of the County personnel system, job classification plan, compensation system,

position control, and labor relations. The authority of this position is dependent upon the level of delegation granted by the County Administrative Officer.

30. Job Classification. A position or group of positions having the same title, class specification, minimum qualifications, and salary or salary range.
31. Layoff. Separation of an employee from employment because of lack of available work, lack of available funds, or reorganization.
32. Limited Term. Shall mean an appointment of an employee who only works for a fixed or limited duration. Where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. A limited-term employee may also be used to fill a regular position when the incumbent employee is on an approved leave of absence.
33. Limited Term Employee. An employee meeting the minimum qualification for the job and serving for a specified period of time with a definite beginning date and definite ending date. A person may not have a limited term appointment simultaneously with any other type of appointment. A limited term appointment may not be held for more than nine (9) months in any consecutive 12 month period. A person holding a Limited Term Appointment will be eligible to receive County of Mono benefits, except employees employed less than 1000 hours will not be eligible to receive PERS retirement or healthcare benefits. At the discretion of the County of Mono, a person having successfully completed a limited term appointment period will be eligible for re-appointment within the limitations described above.
34. Local Agency Personnel Standards (or "LAPS"). A personnel system and rules applicable to certain County employees (typically Social Services and Child Support Services) pursuant to State law and regulations generally set forth in 2 CCR Sections 17010 et seq., and as those rules may be amended from time to time.
35. Permanent Employee. Shall mean a person who is not on probation and is employed in a regular position. Can be permanent full-time, permanent part-time or limited-term position.
36. Permanent Position. Any employment within the County, comprised of a defined set of duties and responsibilities, duly authorized by the Board of Supervisors, and which requires the full-time or part-time employment of one person.
37. Permanent Status. The status of an employee who is retained in a permanent position after the successful completion of a probationary period.
38. Personnel Appeals Board. A panel consisting of three members appointed from a pool to hear disciplinary appeals and grievances, as described more fully in Section 2.68.540.
39. Probationary Period. Final phase of the examination period, lasting 12 months, during which an employee is required to demonstrate competency in the knowledge, skills, abilities, and character necessary to successfully perform the duties and responsibilities of a position. Periods of absence that are more than 20 working days long shall toll the probationary period for the number of days equal to the absence, and the County is entitled to ascertain if the employee can perform the full range of duties upon return from an extended leave of absence.

40. Probationary Status. The status of an employee who has been appointed to a permanent position but who has not completed the probationary period for that position.
41. Probationer. An employee who has probationary status.
42. Promotion. An employee is promoted when he/she moves from one classification to another classification with a higher salary and higher level of duties and responsibilities after successfully completing the examination process or by direct appointment.
43. Reassignment. Assignment of an employee without examination, from one position within a department to another position in the same department in the same class and at the same pay range.
44. Reclassification. A reallocation of a position to a different or a new classification because of a significant change over time in duties and/or responsibility.
45. Reduction in Lieu of Layoff. The voluntary reduction of an employee who has permanent status in a position for reasons related to lack of funds, lack of work, or reorganization.
46. Reemployment. The employment without examination of permanent employees separated from employment due to layoff.
47. Reinstatement List. An eligible list of names of persons, arranged in the order as provided by this Article, who have occupied permanent positions and who have been separated from their employment as a result of layoff and who are entitled to have their names certified to appointing authorities under the provisions of this Article.
48. Resignation. A resignation is a voluntary termination of employment initiated by the employee.
49. Retired Annuitant. An employee hired on a limited-term basis who has retired from public employment, is receiving PERS or reciprocal retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants.
50. Salary reallocation. Movement of a job classification from one salary range or rate to another salary range or rate by virtue of labor market analysis or readjustment of internal pay alignments. Such action must be approved by the Board of Supervisors. An employee shall not be moved to a lower pay step if the salary reallocation is from one salary range to another salary range.
51. Seasonal Employee. An employee hired to work only part of the year to conduct seasonal work. This employee may only be employed during specified periods of the year for 960 hours or less. A seasonal employee is at-will, must complete the recruitment and selection process, and receives no benefits unless required by law. Designated classifications that otherwise meet this definition may be classified instead as permanent part-time employees, and seasonal employment positions may be filled by retired annuitants if so designated by the Board of Supervisors.
52. Seniority. Total length of the most recent continuous employment with the County.

53. Separation. The cessation of a person’s employment from County service, including but not limited to resignation, medical separation, retirement, conclusion of appointment, removal, and discharge.
54. Shall and May. “Shall” is mandatory and “may” refers to a permissive action that the County, or its designated agent or employee, is authorized, but is not required, to take.
55. Suspension. An involuntary absence from work without pay for disciplinary reasons.
56. Temporary Employee. An employee hired part-time or full-time on a temporary basis that does not attain the status of a probationary or permanent employee and can be removed at any time without cause or right to appeal. Temporary employees are at-will, must complete the recruitment and selection process, and receive no benefits unless required by law. A temporary employee shall not work more than 125 days if employed on a per diem basis. If not employed on per diem basis, said employees shall not work more than 960 hours in a fiscal year or work full time for 6 months.
57. Transfer. A reassignment of an employee who meets the minimum qualifications from one department to another department either in the same classification or another classification at the same salary level or to a different classification in the same department with the same salary level.
58. Y-Rate. When an employee is placed in a job classification for non-disciplinary reasons (i.e. voluntary demotion, demotion in lieu of layoff, downward reclassification of position, etc.) with a lower rate and their current basic rate of pay exceeds the basic rate of the maximum step (E-Step) of the new job classification, the employee’s rate of pay shall be frozen until such time that maximum step of the new job classification becomes equal to or greater than the employee’s frozen pay rate. When that event occurs, the employee shall be placed on the maximum step of the new job classification and further pay adjustments shall occur as warranted. During the Y-Rate period an employee shall only receive a pay adjustment if they become eligible for a longevity pay adjustment if the employee is eligible for longevity pay pursuant to the employee’s applicable collective bargaining agreement.

2.68.060 Classification and Reclassification

- A. Classification Plan. A classification plan will be established for all County positions. The plan will consist of classifications as defined and described in the official class specifications as adopted by the Board of Supervisors.
- B. Allocation of Positions. All positions in the County service will be allocated to an appropriate classification in the classification plan pursuant to an analysis performed by the Human Resource Director and approval by the Board of Supervisors.
- C. Class Specification. A written description, known as a class specification, will be prepared for each job classification. Class specifications are descriptive and not restrictive. Each class specification shall include the following:
1. A general definition of the job classification;
 2. Any specific factors which distinguish the job classification from similar job classifications;
 3. The general placement of the job classification in the County organizational structure;
 4. The essential functions of the job to be performed;
 5. The essential duties and responsibilities of the job to be performed;

6. The knowledge, skill and ability requirements to successfully perform the job;
7. Any general or specific educational and/or experience requirements or preferences;
8. Any licensing and certification requirements;
9. The working conditions and physical and mental requirements of the job;
10. The classification specification shall also indicate the date on which it was prepared, a bargaining unit designation, FLSA status, and an EEO reporting category;
11. Any other information deemed necessary or desirable by the Human Resources Director.

D. Reclassification. A position may be reclassified after completion of a classification study. A position may be reclassified to a higher class, a lower class or another class at the same level.

1. A Department Head may request a reclassification.
2. Reclassification requests from the Department Head must be made in writing to the Human Resources Director during the budget process. At the discretion of the Human Resources Director, in consultation with the County Administrative Officer, a specific time period may be set aside for reclassification requests during any Fiscal Year.
3. Incumbents in a position being considered for reclassification shall be allowed to provide statements and evidence as may affect the reclassification of the position.
4. Incumbents of reclassified positions may be moved to the level of the reclassification if the position is reclassified to a higher level in a class series and the incumbent has performed the duties and responsibilities of the higher level classification and met minimum qualifications of the higher level, as determined by the Human Resources Director, in his or her sole discretion. In some instances, the reclassification study will result in the allocation of a new position or classification that may require a new recruitment, as determined by the Human Resources Director, in consultation with the CAO. The employee's anniversary date and step will not change. The Human Resources Director's decision may be appealed by the Department Head to the County Administrative Officer within ten (10) calendar days after the decision has been made in writing to the appropriate parties. The County Administrative Officer's decision shall be final.

2.68.070 Salary Plan

The Board of Supervisors will establish a salary plan for all classifications.

2.68.080 Salary Upon Hire

New employees shall be placed on the salary range for their classification at step "A." New employees may be placed above step "A" under the following circumstances:

- A. When the results of examinations conducted by or provided to the County as part of its recruitment process show a prospective employee or employee-examinee to possess exceptional qualifications, the Board of Supervisors may grant the appointing authority the power to hire such person at any salary step of a particular salary classification.

- B. Whenever there are no applications filed for an advertised vacancy in a classification during a period of at least six continuous months, and when the business needs of a Department require the immediate filling of a vacant position, the County Administrative Officer may, in his or her sole discretion, and subject to approval by the Board of Supervisors, determine that the classification is temporarily “hard-to-fill” and, on that basis, authorize the vacancy to be advertised and filled at any step, up to and including step E of that classification.
1. Said determination may be made with respect to classification vacancies within a particular department. (e.g. if the classification is only “hard-to-fill” in certain departments.)
 2. The “hard-to-fill” determination shall remain in effect until the County Administrative Officer declares otherwise.
 3. In the event the determination is made and the “hard-to-fill” vacancy is filled at any step above step “A,” then all existing employees in the same classification (only in the affected department in the event that the hard-to-fill determination has been so limited) shall receive one or more step increases, effective on the date the vacancy is filled (i.e., when the employment of the new employee commences), equal to the number of steps beyond step “A” at which the new employee has started.
 4. In the event that more than one vacancy exists or multiple vacancies occur during the period of time that the position is deemed “hard-to-fill” the total number of step increases by existing employees shall not exceed the greatest number of steps beyond step “A,” at which any new employee is started. For example, if a new employee in a “hard to fill classification started at Step “C” (which is two steps beyond step “A”), then an existing employee at step “A” would move to step “C”, and an existing employee at step “D” would move to step “E”, and an existing employee at Step “E” will simply remain at that step. If a subsequent new employee started at step “D” (three steps beyond step “A”), then existing employees would only move one additional step (not exceeding step “E”) in recognition of already having moved two steps previously when the first new employee started at step “C.”
 5. If further vacancies are then filled while the classification remains “hard-to fill,” there would be no additional step increases to existing employees. In other words, existing employees may receive no more than three step increases as a result of vacancies being filled in a “hard to fill” classification.
 6. Step increases under this subdivision (B) shall not affect or change otherwise effective dates for step increases as set forth in any other subdivision of this policy.

2.68.090 Salary Step Advancement

After six months of satisfactory service a new, probationary employee who started at Step A, or a current employee promoted to a new position at Step A, is eligible to receive a step advancement to Step B. An employee receiving such a step increase will have their anniversary date changed to the date upon which the employee receives this step increase. All permanent County employees at any step other than Step “A,” (excepting Department Heads, at-will employees, and elected

officials) will become eligible to advance one step after a satisfactory service period of one year on the employee's anniversary date. Step increases shall not be automatic, but shall only be given upon affirmative recommendation of the Department Head following the completion of a performance evaluation where the performance is rated as satisfactory or better. Step increases may also be suspended by action of, or pursuant to the direction of, the Board of Supervisors.

- A. If an employee is hired after the 15th of the month, the first day of the month subsequent to the month in which the employee is hired becomes the employee's anniversary date.
- B. If an employee is hired on or before the 15th of the month, the first day of that month in which an employee is hired becomes the employee's anniversary date.

2.68.100 Salary on Promotion

An employee who is promoted to a different classification shall be placed on the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above the employee's current salary. The employee shall have a new anniversary date that is the effective date of the promotion.

2.68.110 Salary on Reclassification

A permanent employee who is reclassified will retain their present anniversary date and shall receive the salary set forth below:

- A. If the position is reclassified to a class with the same salary range as an employee's current job class, the salary and anniversary date of the employee shall not change.
- B. If the position is reclassified to a class with a higher salary level than an employee's current job class, the employee shall be placed on the lowest step of the new salary range that results in a salary raise of not less than a 5% increase above the employee's current salary. The employee shall have a new anniversary date that is the effective date of the promotion.
- C. If the position is reclassified to a class which is allocated to a lower salary range, the salary and step of the employee will not change. The employee will retain their current salary rate until such time as the new salary rate is equal to or higher than his or her prior salary. When this event occurs, the employee's salary shall be adjusted to the new rate and further salary increases will occur normally.

2.68.120 Salary Upon Demotion

An employee who is demoted will be placed within the salary range for the class into which he/she is demoted. The salary may be set at the step which is lower and closest to the salary rate which the employee was receiving before a demotion, unless it is determined by the Human Resources Director that the demotion warrants a different step placement. The employee shall have a new anniversary date that is the effective date of the demotion.

2.68.130 Salary Upon Transfer

Any employee transferred from one County department to another in the same class will remain at the same pay step with the same anniversary date.

2.68.140 Salary Placement for Emergency, Seasonal, Limited Term, and Temporary Employees

Emergency, Seasonal, Limited Term, Retired Annuitants, and Temporary employees are at-will and shall not work more than 125 days if employed on a per diem basis. If not employed on per diem basis, said employees shall not work more than 960 hours in a fiscal year or work full time for 6 months. Emergency, seasonal, limited term and temporary employees shall be paid at a rate as determined by the County.

2.68.150 Recruitment

- A. Declaring a Vacancy. A Department Head will notify the Human Resources Director when a vacancy occurs or is anticipated. The Human Resources Director will review the official County Position Allocation List and verify that a vacancy does exist.
- B. Determining How Vacancy is Filled. The Department Head will communicate with the Human Resources Director and the Human Resources Director, after consulting with the Department Head and with the approval of the County Administrative Officer, will then determine if the vacancy will be filled through an interdepartmental transfer, from an existing eligibility list, an intra department promotion, or through an in-house or open recruitment. If there is an existing eligibility list for the vacant position, the vacancy may be filled from the list unless it includes less than five names. In the event an open recruitment is done, and notwithstanding any other provision of this chapter, the County shall include in the group of candidates to be interviewed any County employees who file timely and complete applications for the position, provided they have not been subject to any final disciplinary action within the prior twelve months.
- C. Announcement. If it is determined that an open recruitment should be done, the Human Resources Director will direct the preparation of the job announcement in consultation with the Department Head. Each announcement will state the duties and salary range of the class; the method of evaluating the education, experience and personal qualifications of the applicants; the place and date to file an application; the selection procedures; and such additional information as may be appropriate in the opinion of the Human Resources Director. The announcement will also state where the principal office for the position is and a statement that the County may change principal office if necessary to meet County business needs.
- D. Posting of Announcement. The Human Resources Director will post a job announcement at appropriate County facilities, including County websites, so that it is accessible to County employees, employee organizations, and the public. If deemed appropriate, the Human Resources Director will advertise in newspapers circulated throughout all areas of the County, prepare a campaign of advertisement outside the County, as determined by the Human Resources Director, and send the announcement to other appropriate governmental agencies.

- E. Application. Unless otherwise announced, all applications for employment must be made upon a County employment application form. Each application must be signed by the applicant and certified that all statements contained therein are true and correct. The original application must be filed as indicated in the job announcement. All applications, resumes and documents pertinent to an application for employment become the property of the County. Final determination as to the qualifications for a position rests with the Department Head and the Human Resources Director.
1. All applications must be filed within the time specified in the job announcement, unless the time for filing is extended by the Department Head with the approval of the Human Resources Director.
 2. A separate and complete application is necessary for each new recruitment unless a previous application is on file for a period less than one year.
 3. The recruitment may be for a specific time period or may be, upon the recommendation of the Department Head and Human Resources Director, a continuous or open recruitment until filled by a qualified applicant.
- F. Disqualification of Applicants: The Human Resources Director, in consultation with the Department Head, may refuse to accept an application, refuse to examine an applicant, or otherwise consider any person ineligible for employment who:
1. Lacks any of the minimum qualifications established for the position for which the applicant applies;
 2. Is physically or mentally unable to perform the duties of the position and, if the applicant is disabled, cannot be reasonably accommodated or would present a direct and imminent threat as defined under federal and state law.
 3. Is a current user of illegal drugs;
 4. Has been convicted of a misdemeanor which is job related, a crime of moral turpitude, or of any felony;
 5. Has been dismissed from any position for any cause which would be cause for dismissal from County service;
 6. Has attempted to practice any deception or fraud in the selection procedure or in securing eligibility;
 7. Has used or attempted to use political influence or other methods in order to gain advantage in an examination, application or employment;
 8. Failed to reply within a reasonable time to any communication concerning an applicant's availability for employment, as determined by the Human Resources Director.
 9. Has made himself or herself unavailable for employment by requesting his/her name be withheld from placement on a certified eligibility list;

10. Is a relative by blood or marriage to a County Officer or appointed Department Head of the department in which employment is sought, or would be a direct supervisor of, or subject to the direct supervision of, a relative by blood or marriage, unless such employment is authorized by a four-fifths vote of the Board of Supervisors; or
11. For any material cause which in the judgment of the Human Resources Director, in consultation with the Department Head, will render the applicant unsuitable for the position, including but not limited to information obtained during a background and/or reference check, a prior resignation or termination from employment, failure during any probationary period, failure to pass the background check for a similar position in the County, or prior disciplinary action.

2.68.160 Examination Process

- A. The Human Resources Director will conduct an examination process whenever he or she determines that it is necessary. A Department Head will be consulted in advance as to the nature of the examination. The examination will be competitive, impartial, practical in character, and fairly test the relative ability of the persons examined to discharge the duties and responsibilities of the classification for which the examination is given. Only applicants who meet the minimum qualifications for the position as established in the job announcement or class specification (and who is not otherwise disqualified) may be advanced in the examination process.
- B. The examination process may include, but is not limited to, one or more of the following:
 1. An appraisal of qualifications presented in the application materials. A quantifiable rating may be assigned to distinguish those candidates who are most qualified to be advanced further in the process or to establish a ranking of candidates if no further examination process is conducted;
 2. A written examination specifically related to the job functions of the class for which the examination is being conducted;
 3. A field test and/or performance test;
 4. An Oral Examination Board. If an oral examination board is used, the board must have at least two members who are subject matter experts in the area examined, as determined by the Department Head or Human Resources Director in their sole discretion;
 5. Additional Oral Interviews. The most qualified candidate(s) may be asked to participate in additional oral interviews following the other steps of the examination process.
- C. Reasonable Accommodation and Testing. Should an otherwise qualified applicant for a position who is disabled within the definition of State or federal law request reasonable accommodation for any part of the examination process, the Human Resources Director shall modify the examination process for that particular applicant.

- D. Background Investigation. Candidates for County employment may be subject to appropriate investigation including but not limited to:
1. Employment history investigation including references;
 2. Personal and character investigation including credit history;
 3. Fingerprinting;
 4. Search of record of convictions and for some classifications search of record of arrest(s);
 5. Post-employment offer physical or psychological test including a drug and alcohol screen test for designated job classifications for which such testing is necessary;
 6. Verification of education or license if required for the job; and
 7. Post-employment offer proof of citizenship or legal right to work in the United States.
- E. Eligibility List. The names of candidates successfully passing an examination in the opinion of the Human Resources Director may be entered on an eligibility list for the vacant position.
- F. Duration of Eligibility List. An eligibility list resulting from the examination process may be in effect for 12 months from the date it is established and may be extended or abolished in the discretion of the Human Resources Director. The names of candidates may be removed from the eligibility list for the following reasons:
1. For any cause of disqualification as set forth above in section 2.68.150.F.
 2. Any evidence that the candidate cannot be located by the postal authorities.
 3. On receipt of a statement from the candidate declining an appointment or stating that the candidate no longer desires consideration for a position for a position for which the list was established.
 4. After refusal of two offers of appointment to the class for which the eligibility list was established.
 5. Failure to respond within a specified time after an offer of employment without suitable explanation.
- G. Alternate Eligibility List. If a department other than the department with the vacancy has established a qualified eligibility list, the Department Head seeking to fill a vacancy in the same classification may select any candidate from the list established by the other department. Any further examination of the candidate will be at the discretion of the Department Head seeking to fill the vacancy.
- H. Eligibility List for Another Class of Same or Higher Rank. Where no eligibility list is in existence for a classification, appointment may be made from a list created for another

class of the same or higher rank in the same or in a related series if the duties of the class for which the selection procedure was given includes substantially all of the duties of the position to be filled and provided that the Department Head finds that the use of the list is in the best interest of the County and that the necessary skills and knowledge were adequately tested in the selection procedure.

2.68.170 Selection Process and Appointments

- A. Selection of job candidates. The Department Head may select any candidate whose name appears on the eligibility list. Prior to appointment, the Department Head shall interview selected candidates of their own choosing from the eligibility list unless the Department Head participated in interviews during the examination process.
- B. Veterans' Preference. If two or more candidates are equally qualified for a position, the appointing authority will select the candidate who is a veteran pursuant to Government Code section 50088.
- C. County Employee Preference. If two or more candidates are equally qualified for a position, the appointing authority will select the candidate who is a current County employee.
- D. Order of Lists. If more than one eligibility list exists for a vacant position, the appointing authority shall use them in the following order:
 - 1. Reemployment List following layoff.
 - 2. Current Eligibility List for vacancy.
 - 3. Alternate Eligibility List.
 - 4. Eligibility List for another classification of the same or higher job classification.
- E. Appointment Procedure. Appointments will be made in writing. The Human Resources Director or his or her designee shall notify the candidate of the decision to appoint and provide other pertinent information.
- F. Types of Appointment.
 - 1. At-Will Appointment. Appointment of an employee to a position identified in the County list of job classifications as an At-Will position. These include all employees designated as emergency, seasonal or temporary employees. Such employees serve at the pleasure of the appointing authority and may be removed at any time without cause and without right of appeal.
 - 2. Permanent Appointment. An employee appointed to a position that has successfully completed and passed the probationary period. Permanent appointments may either be made to full-time or part-time positions.
 - 3. Probationary Appointments. An employee who has been appointed to a position who has not completed the probationary period required for permanent appointment.

4. Emergency Appointment. In an emergency or exigent situation, when it is necessary to prevent disruption of public business, loss of life, or damage to persons or property, the County Administrative Officer may employ such persons as may be needed for the duration of the emergency without regard to the personnel rules governing appointments and medical examinations. An emergency employee may be employed for up to 30 days. Employees in this category are at-will and receive no benefits except by law.
 5. Limited Term Appointment. An appointment for a specified period of time with a definite beginning date and definite ending date. A person may not have a limited term appointment simultaneously with any other type of appointment. A limited term appointment may not be held for more than 9 (nine) months in any consecutive 12 (twelve) month period. A person holding a Limited Term Appointment will be eligible to receive County of Mono benefits except people employed less than 6 months or 960 hours shall not receive PERS retirement or healthcare benefits. At the discretion of the County of Mono, a person having successfully completed a limited term appointment period will be eligible for re-appointment as a limited term within the limitations described above. Employees in this category are at-will. The County shall not use limited-term appointments to replace permanent full-time employees.
 6. Seasonal Appointment. An individual may be employed on a recurrent basis for specified periods of the fiscal year for 960 hours or less. The seasonal employee must go through the recruitment and interview process; however, if an eligibility list is established and kept current, it may be used for more than one year. Student Internships are included in this category. Unless otherwise specified by a collective bargaining agreement with the County, employees in this category are at-will and receive no benefits except by law.
 7. Temporary Appointment. An individual employed on a temporary basis for no more than 960 hours a fiscal year. Temporary employees are sometimes referred to “extra help.” A temporary employee must complete the selection process. Such employees are at-will and receive no benefits except as required by law.
 8. Retired Annuitant. An employee hired on a limited-term basis who has retired from public employment, is receiving PERS retirement benefits, and who is qualified and able to perform the duties of a position within a classification that has been approved by the Board of Supervisors to be filled by retired annuitants. A retired annuitant may be a temporary, seasonal, or emergency appointment. Such employees are at-will and receive no benefits except as required by law. Such employees may not be employed for more than 960 hours during any fiscal year.
- G. Report of Hiring Decisions. All hiring decisions for positions in the County service, whether permanent, at-will, emergency, seasonal, or temporary, will be reported promptly to the Human Resources Director by the appointing authority.
- H. Notification to Unsuccessful Candidates. After the appointing authority has selected the successful candidate the Human Resources Director shall notify the eligible candidates not selected of their non-selection to the position. Those candidates not selected will remain on the eligibility list for that job classification or position.

- I. Appointment of Department Head. All appointments of non-elected Department Heads shall be made by the County Administrative Officer (CAO) unless state law gives appointment authority to the Board of Supervisors. Appointment of such Department Heads must be made or ratified by the Board of Supervisors.

2.68.180 Probation

- A. Purpose. Every person appointed to a permanent position after certification from an eligible list shall serve a period of probation, while occupying the position, which shall be considered a part of the test of fitness. The probationary period is the final phase of the examination process. It is a trial period during which an employee is required to demonstrate competency in the knowledge, skills, abilities, and character necessary to successfully perform the job and become a permanent employee. Some positions may also require, as a condition of passing probation, possession of required certificates and/or licenses. This period will be utilized for closely observing the employee's work to determine the employee's fitness and/or suitability for the job and permanent status. Periods of extended absence shall not count towards employee's completion of probation. In situations of extended absence, the Probation period may be tolled or extended so that the County has sufficient time to observe that the probationary employee can perform the full range of duties. There shall be no other extensions of the probationary period granted.
- B. Probationary Period. Upon initial appointment, employees serve a probationary period of 12 months commencing on the first date of employment. This period may be tolled if the employee has an extended approved leave of absence, but in no event may the probationary period exceed a total of 12 months of actual employment.
- C. Probation Upon Promotion. A permanent employee who is promoted to a new position serves a probationary period if probation is made a condition of the promotion by the Department Head. The employee continues to have the right to use any accrued leave. The probation period may be up to three (3) months at the discretion of the appointing Department Head. This period may be tolled if the employee has an approved leave of absence of more than ten consecutive work days.
- D. Promotion During Probation. An employee may be promoted during the probationary period under one of the following two conditions:
 - 1. The employee has satisfactorily completed at least the first six months of the initial probationary period and the employee's individual classification has been duly allocated and defined as a series-allocation where the employee may be promoted within the allocation at the appointing authority's discretion without filling or creating a vacancy (e.g., Appraiser I/II/III, Custodian II/III).
 - 2. The employee's position has been reclassified and the employee has been working out of class. The employee may be promoted to the reclassified position regardless of how many months of the initial probationary period have been completed.

A promotion pursuant to this section shall not change the probationary status of the employee, nor affect the duration of the initial probationary period (he or she shall serve the remaining time of the initial probationary period).

- E. Application For Vacant Positions While in Probationary Status. A probationary employee shall have the right to apply for a vacant position as an outside candidate when there is an open recruitment. If the probationary employee is selected, he or she begins a new twelve month probationary period and will be placed at the same step in that position's salary range as would a new employee. Appointment to the new position does not change the probationary employee's date of hire and will not be considered as a break in service for purposes of determining County benefits, or right to utilize sick and vacation time. Eligibility for promotion to Step B will occur after six months of employment in the new position.
- F. Evaluation During Probationary Period. A probationary employee shall be evaluated as frequently as necessary to determine that the employee is properly performing the duties and responsibilities of the position. There will be no less than four evaluations of the performance of the employee during the probationary period to be conducted on or before the end of each three-month period. Evaluations during the initial six months are to be completed at least five working days prior to the completion of each successive three-month working period. If an employee has not performed satisfactorily during any three-month period, the employee will be terminated. A final evaluation shall be completed prior to the end of the final month of probationary status and an employee who has not performed satisfactorily will be terminated. Any failure to conduct a performance evaluation described herein does not confer any right to acquire permanent status, and all probationary employees are subject to paragraph G, below.
- G. Release During Initial Probation. At any time during the probationary period an employee may be released from employment without cause and without right of appeal. No employee may be released from employment for any unlawful reason.
- H. Reinstatement From Probation in Promoted Position. If a permanent employee is found to be unsatisfactory following a promotion, the employee will be reinstated to the employee's former position and, if the position has been filled, will "bump" the employee who filled it. If the bumped employee who filled it transferred from another County position, then they shall return to their former position and, if that position has been filled, then they will "bump" the employee who filled it, and so on. If the last employee who has been bumped has no former County position to return to and has not yet passed probation, then they shall be separated from County service. If the employee's former County position has been eliminated or permanently filled, the County will make a good faith effort to place the employee in an appropriate position at the same pay range as the former position if such a position has been allocated, is not presently filled, and for which the employee is qualified.
- I. Benefits During Probationary Period. A newly-hired probationary employee earns all the benefits due a permanent employee but cannot use vacation leave during the first six months of the initial probationary period. Benefits with cash value (such as uniform allowance, etc.) may require a prorated reimbursement by the employee if the employee separates from County service during the first six month period.

- J. Permanent or Regular Appointment. An employee who successfully completes the initial probationary period will acquire permanent status. Permanent status may also be referred to as regular status and those terms are interchangeable.

2.68.190 Transfers

- A. Voluntary Transfer. A permanent employee may initiate a request to transfer to another position in the same or lower classification for which the employee is qualified in the opinion of the Human Resources Director by submitting a request to transfer to the Human Resources Department. With the approval of the Department Head for whom the employee now works, the Department Head for whom the employee wishes to work, and the Human Resources Director, the employee may be transferred to the new position when the first vacancy becomes available, subject to the approval of the CAO. An employee transferring in to a new department may be required by the new Department Head to be placed on probation for a period to be determined by the Department Head not to exceed twelve months.

2.68.200 Performance Evaluation/Step Increase

- A. Purpose.

All employees, regardless of their specific status, shall be provided with a regular performance evaluation. The purpose of employee performance evaluations is as follows:

1. To identify and document how an employee is performing for supervisors, managers and the employee being evaluated.
2. To establish a basis for consideration in approving transfers, promotions, demotions, reinstatements, discharges, eligibility for performance pay, and other personnel transactions.
3. To assist individual employees in achieving maximum work performance by discussing and establishing performance goals and work objectives and reviewing progress towards achieving them.

- B. Performance Evaluation Report. Evaluation of the work performance of an employee will be recorded in a written performance evaluation to be placed in the employee's personnel file. The report will be done on the form developed by Human Resources.

- C. Step Increase. An employee must have at least satisfactory performance as indicated in their performance evaluation report to receive a Step Increase. Performance evaluations for employees eligible for a Step Increase are to include the supervisor's or manager's recommendation regarding the increase.

- D. Timelines of Evaluations.

1. Permanent employees and at-will employees, whether part-time or full-time, shall be evaluated on a systematic basis at least once per year. Emergency, seasonal,

temporary, and retired annuitant employees shall be evaluated at the end of each six months or the end of their service whichever is first.

2. During probationary employment, the Department Head or immediate supervisor is required to evaluate the performance of a probationary employee as frequently as necessary to ascertain whether the employee is properly performing the required responsibilities and duties. There shall be no less than four such evaluations within the probationary period. Each evaluation shall be completed at least five (5) working days prior to the completion of each successive three-month period commencing with the first day of employment.
- E. Evaluation Conference. The Department Head or designated supervisor, and the employee will discuss each performance evaluation. Each employee shall receive a written copy of the evaluation at the time it is reviewed with the employee. The employee must sign the evaluation form to acknowledge receipt of the evaluation report. If the employee refuses to sign the evaluation form, the supervisor performing the evaluation or Department Head shall enter a notation on the evaluation that states “refused to sign.”
- F. Employee’s Response. The employee will be allowed to make a brief written statement (limited to three typed pages) addressing specific concerns raised in the evaluation, which must be submitted within ten (10) business days of the date of the employee’s receipt of the evaluation. The employee’s response should be submitted to Department Head with a copy to the Human Resources Department.
- G. Placement in Personnel File. A copy of the performance evaluation, the employee’s written statement, and all amplifying documents and records will be made a permanent part of the employee’s personnel record.
- H. Improvement Plan. If the Department Head or immediate supervisor determines that an employee’s performance is unsatisfactory, or that improvement is needed, the Department Head shall take reasonable steps to assist the employee to improve. These directions may be set forth in a written performance improvement plan (“PIP”). Failure by the employee to show satisfactory effort and improvement, or to comply with any requirements set forth in a written performance improvement plan, will be considered grounds for disciplinary action, up to and including termination.

2.68.210 Hours of Work and Holidays

A. Work Hours. Generally County employees work a five-day, forty-hour work week. Alternative work week schedules may be allowed and approved when necessary for department business and when approved by the CAO. Each Department Head or designee shall prepare a work schedule that complies with the following general policies:

1. County offices shall be open from 8:00 a.m. to 5:00 pm, unless as otherwise determined by the Department Head, with the approval of the CAO.
2. Two fifteen (15) minute breaks shall be offered to all employees such that one may be taken in the morning and one in the afternoon. Breaks may not be accumulated and may

not be taken in the first fifteen (15) minutes of the work day or the last fifteen (15) minutes of the work day. Breaks may not be added to the lunch hour.

3. Lunch breaks shall be normally for a period of one hour, and may be staggered in time so that offices can remain open during the lunch hour. Lunch may not be taken during the first two hours or the last two hours of the work day. A Department Head may establish an alternate department policy subject to CAO approval.
4. A Department Head may authorize in advance, on an individual basis, a temporary change in the normal work schedule when necessary to meet business requirements.

B. Holidays. The following are established as County Holidays. The Board of Supervisors may add, eliminate, or modify the holidays designated below by resolution or holidays may be adjusted pursuant to a collective bargaining agreement.

1. January 1st, known as "New Year's Day." If New Year's Day falls on a Saturday, the preceding Friday, December 31st, will be the New Year's Day holiday;
2. The third Monday in January, known as "Martin Luther King Day;"
3. The third Monday in February, known as "Presidents' Day;"
4. March 31st, known as "Cesar Chavez Day;"
5. The last Monday in May, known as "Memorial Day;"
6. July 4th;
7. The first Monday in September, known as "Labor Day;"
8. The second Monday in October, known as "Columbus Day;"
9. November 11, known as "Veterans' Day;"
10. The Thursday in November appointed as Thanksgiving Day and the Friday following Thanksgiving Day;
11. The 24th Day of December, known as "Christmas Eve Day." If the 25th Day of December falls on a Saturday, the Christmas Eve Day holiday will occur on the preceding Thursday, December 23rd;
12. The 25th Day of December, known as "Christmas Day." If the 25th day of December falls on a Saturday, the Christmas Day Holiday will occur on the preceding Friday, December 24th. If the 25th day of December falls on a Sunday, the Christmas Day Holiday will occur on the following Monday, December 26th;
13. The 31st Day of December, known as "New Year's Eve Day." If January 1st falls on a Saturday, the New Year's Eve Day holiday will occur on the preceding Thursday, December 30th;
14. Every day appointed by the President or Governor for a public fast, Day of Thanksgiving, or holiday when such day applies to California Counties.

C. When Holidays Fall on a Weekend. If January 1st, July 4th, or November 11th falls upon a Sunday, the Monday following is a holiday. If said holidays fall on a Saturday, the Friday preceding is a holiday. If March 31st falls on a weekend, there is no paid holiday.

D. Personal Holidays. Every employee shall be entitled to two personal holidays per calendar year, unless a different amount has been set forth in a collective bargaining agreement. The appointing authority may require the employee to provide five (5) working days notice in advance of the use of a personal holiday.

2.68.220 Overtime

Except as provided in an applicable memorandum of understanding, or by the State or Federal Government, the rules regarding overtime are set forth below.

- A. Authorization for Overtime. As a matter of general policy, the County does not permit employees to work overtime and will provide adequate staff to handle normal operations. However, non-exempt employees may be required to work overtime at the discretion of, and with the prior approval of, their supervisor.
- B. Overtime Defined. Overtime for non-exempt employees is defined as hours assigned to be worked and actually worked (except for authorized rest periods) in excess of forty (40) hours in the employee's designated seven (7) day workweek. (A different work period and maximum hours may apply to specific safety classifications.) Compensatory time used during the workweek will not be included as hours worked.
- C. Discipline If Not Authorized. Non-exempt employees working overtime when not expressly authorized to do so by their supervisor will be paid as required by law and shall be subject to discipline. Supervisors' improperly authorizing overtime to non-exempt employees will be subject to discipline.
- D. Compensation. Overtime assigned and worked by non-exempt employees shall be compensated at time and one-half (1-1/2) their regular rate of pay or as required by federal wage and hour laws.
- E. Recordkeeping. Records of all overtime earned and accrued shall be kept by each department and submitted to the Department of Finance.

2.68.230 Compensatory Time

An employee may request Compensatory Time at the time his/her time sheet is submitted for the pay period when the overtime was earned, and the supervisor may in his/her discretion approve compensation in the form of accrued compensatory time at time and one-half (1-1/2). An employee may not accrue more than eighty (80) hours compensatory time at any time, unless a Memorandum of Understanding between the County and a bargaining unit provides for a higher accrual rate.

Use of compensatory time-off earned may be granted provided that: 1) its use does not unduly disrupt the operations of the County; and 2) the request is made to the employee's Department Head or designee no later than five days prior to the time when the employee desires to use the leave.

Overtime will be compensated in pay after 80 hours of CTO have accumulated, unless otherwise provided for in a written Memorandum of Understanding.

2.68.240 Payroll Periods

Mono County has twelve payroll periods per year. Each pay period begins on the first day of the month and ends on the last day of the month. Specified departments may have a different pay period in order to efficiently process the payroll. From each employee's check, federal tax, and any other mandatory federal deduction, state tax, employee's association dues, and retirement

contributions are deducted. Court ordered deductions and voluntary deductions approved by the County and the employee may also be deducted. Checks may be either hand delivered to the employee, mailed to employee's home or directly deposited to employee's bank, as directed by the employee.

2.68.250 Attendance Records and Reports

Each Department Head, or designated representative, will keep an accurate and current record of the attendance, absence, and status of each employee within the department, including records which reflect the amount of sick leave, vacation time, overtime worked, and compensatory time off accrued and allowed, and such other records as may be related to the attendance and status of the employee.

- A. The Department Head will report to the Director of Finance, on forms provided by the Director of Finance, on the twentieth calendar day of each month, as to the daily attendance during the preceding month of each such employee within the department, listing all the absences of each such employee and other information necessary to determine compensation due to each employee.
- B. The Director of Finance will maintain a record for each employee to determine compensation due to each such officer or employee.
- C. The Human Resources Director, or his or her designee, will maintain a record of time used pursuant to leave taken pursuant to Sections 2.68.280-310 and Section 2.68.340.

2.68.260 Vacation

- A. Accrual. Unless provided otherwise in an applicable Memorandum of Understanding, or pursuant to an "At-Will" contract or agreement, eligible employees and appointed officers, including permanent and probationary employees, and excluding emergency, seasonal, and temporary employees, shall be entitled to accrue vacation leave with pay for each year of full-time service as follows:

Initial employment . . . 10 days vacation per year
After three years of continuous service . . . 15 days vacation per year.
After ten years of continuous service . . . 17 days vacation per year.
After fifteen years of continuous service . . . 19 days vacation per year.
After twenty years of continuous service. . . 20 days vacation per year.

- B. Part-Time Accrual. A permanent part-time employee accrues vacation with pay in the same proportion that his/her working hours bear to the normal working hours of full-time employees in the position.
- C. Maximum Accrual. The maximum number of vacation days that may be accrued by any employee shall not exceed two and a half times the employee's annual accrual rate. When the employee reaches the maximum accrual at the end of a calendar year, he/she shall cease earning vacation until such time that he/she has a maximum accrual less than two and a half times his/her earning rate.

- D. Payment on Separation. Any employee who earns vacation will be compensated for all accrued vacation upon separation from County employment.
- E. Limitation on Initial Use. Each eligible officer or employee earns vacation upon the first day of employment, but vacation may not be taken until the officer or employee has been continuously employed by the County for six (6) months, or as provided in an “At-Will” employment agreement.
- F. Vacation Leave Use. Vacation leave may not be taken without written request to the Department Head and notification from the Department Head that the request has been approved in advance of the vacation leave. Vacation should be scheduled as far in advance as reasonably possible.

2.68.270 Sick Leave

- A. Definition. Sick leave is leave from duty with pay which may be granted to an employee when an employee is physically or mentally unable to perform his or her duties due to the employee’s illness, injury, or medical condition, or because of illness or injury to a family member, or domestic partner, or for a medical, dental or optical appointment to the extent such appointment cannot be scheduled outside the workday.
- B. Eligible Employees. All permanent employees except emergency, seasonal or temporary employees are entitled to accrue sick leave. Permanent employees employed on a part-time basis shall receive prorated sick leave.
- C. Sick Leave Accrual. Unless an applicable collective bargaining agreement provides otherwise, eligible employees will accrue sick leave at the rate of one day of sick leave for each calendar month of full-time service to the County. Permanent part-time employees accrue sick leave on a prorated basis.
- D. Sick Leave Use. Unless an applicable collective bargaining agreement provides otherwise, sick leave up to five (5) consecutive working days may be granted by an employee’s Department Head. An employee taking an anticipated sick leave shall provide reasonable advance notice to their Department Head or designee. The Department Head or Risk Manager may require a physician’s certificate or other relevant evidence of illness or injury. Sick leave will be used concurrently with other medical leaves of absence. If sick leave extends beyond 5 days, or is taken on a regular intermittent basis, the Department Head will immediately notify the Risk Manager.
- E. Call In Requirement. Employees who are sick and unable to come to work must call in to their supervisor or designee within one hour of the time they are required to report to duty each day of the absence. If the employee is unable to call in due to the serious nature of the illness or injury, they are required to call in, or have someone make such notification on their behalf, as soon as that notification can be reasonably made.
- F. Employee Sick Leave Used for a Family. Sick leave may be used due to the illness or injury of a child, spouse, parent, or domestic partner. The Department Head may require a physician’s certificate or other evidence of illness or injury. In addition to this provision leave to care for a sick or injured family member may also be provided pursuant to Section 2.68.280, and may run concurrent with leave granted under FMLA and CFRA.

- G. Sick Leave Use During Probation. Employees may use accrued sick leave during the probationary period. Without any accrued leave a probationary employee required to be absent from work due to illness or injury will take Leave Without Pay (LWOP).
- H. Sick Leave Usage for Industrial Accidents. Any employee absent due to injury or an illness arising out of and occurring in the course of County employment may elect during such absence to apply accrued sick leave to such absence and receive compensation therefore in the amount equal to the difference between the compensation received by the employee under the Workers' Compensation Act and regular County pay, not to exceed the amount of accrued sick leave. The employee may elect to use any accrued vacation time and compensatory time after sick leave is exhausted. The rights of public safety officers are additionally protected by Labor Code Section 4850, incorporated herein by reference.
- I. Sick Leave Usage for State Disability Insurance Benefits. Any employee with an approved claim to receive State Disability Insurance Benefits shall use accrued sick leave during the employee's approved medical absence for which disability benefits are received in an amount necessary to backfill the amount of the disability benefits in order to receive full wages. The employee may elect to use any accrued vacation and compensatory time after sick leave is exhausted.
- J. Leave Usage for Paid Family Insurance Benefits. Any employee who has made a claim to receive Paid Family Insurance Benefits shall use accrued vacation during the absence of the employee for which insurance benefits are received to backfill the amount of the benefits in order to receive full wages for as long as accrued vacation leave is available and eligibility to receive Paid Family Insurance Benefits continues. The employee may elect to use any accrued sick leave and compensatory time after vacation leave is exhausted.
- K. Excessive Sick Leave Usage or Abuse of Sick Leave. An employee who is excessively absent may be subject to disciplinary action. When determining if excessive or improper sick leave is being used, the pattern of absence and any other information concerning the use of the sick leave may be considered. An employee will be subject to disciplinary action for abuse of sick leave when the employee claims entitlement to sick leave yet it is determined that he/she has not met the requirements for sick leave usage as set forth in this section.
- L. Payout at Separation. Unless an applicable MOU indicates otherwise, employees who have completed five (5) years or more of continuous service and retired, resigned, terminated, died or are laid off will be paid one half of all accumulated sick leave at the straight time rate of pay to a maximum of 400 hours. If the employee has died payment will be made to the employee's designated beneficiary, or if none, to the employee's estate. Employees who have completed ten (10) years or more of continuous service and retired, resigned, terminated, died or are laid off will be paid 100% of all accumulated sick leave at the straight time rate of pay to a maximum of 896 hours.
- M. Leave Pool. In accordance with applicable collective bargaining agreements, the County may establish and administer a catastrophic leave pool program.

2.68.280 Family Medical Care Leave

- A. Statement of Policy - To the extent not already provided for under current leave policies and provisions, the County will provide Family and Medical Care Leave for eligible employees as required by, and pursuant to, state and federal law. Unless otherwise indicated, "leave" under this section will mean leave pursuant to the Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"). Any changes to said laws will be incorporated herein and effective upon enactment.
- B. Definitions - The following definitions apply to this policy.
1. "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
 2. "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child, legal ward, or a child of a person standing "in loco parentis."
 3. A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.
 4. "Parent" means the biological, foster, or adoptive parent of an employee or an individual who stands or stood "in loco parentis" (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
 5. "Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage.
 6. "Domestic Partner" means a partner as defined in California Family Code §297.
 7. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, or
 - b. Continuing treatment by a health care provider for reasons of:
 - i) Any period of incapacity due to pregnancy or for prenatal care.
 - ii) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition.
 - iii) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.

- iv) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

8. "Health Care Provider" means:

- a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
- b) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
- c) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California or any other State and performing within the scope of their practice as defined under State law;
- d) Physician's assistants, nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California or any other State law and who are performing within the scope of their practice as defined under State law; and
- e) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

C. Reasons for Family Medical Care Leave. Leave is only permitted for the following reasons.

- 1. The birth of a child or to care for a newborn of an employee;
- 2. The placement of a child with an employee in connection with the adoption or foster care of a child;
- 3. Leave to care for a child, parent, spouse or domestic partner who has a serious health condition; or
- 4. Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- 5. Leaves required under State or Federal law.

D. Employees Eligible for Leave - An employee is eligible for leave if the employee:

- 1. Has been employed for at least 12 months; and
- 2. Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

- E. Amount of Leave - Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.
1. Minimum Duration of Leave - If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.
 2. Leave Due to Serious Health Conditions. If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken.
 3. Spouses Both Employed by County - In any case in which a husband and wife both employed by the County are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave). This limitation does not apply to any other type of leave under this policy.
- F. Notice – County shall inform employee in writing of their FMLA eligibility status within five (5) business days of being informed or having reason to know about a FMLA event with a written explanation of the County's expectations and requirements and of the consequences of the employee's failure to adhere to the requirements.
- G. Employee Benefits While on Leave
1. Employees are required to use accrued sick leave when the purpose of the leave taken under this section is because of the employee's own serious health condition. Employees are required to use accrued vacation leave or other accrued leave when taking any leave pursuant to this section not because of the employee's own serious health condition, except as otherwise provided herein. An employee may be allowed to use accrued sick leave during a period of leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent, or spouse with a serious health condition upon the mutual agreement, in writing, between the employee, Department Head, and CAO.
 2. Following the use of paid leave balances, leave under this policy is unpaid. While on unpaid leave, employees will continue to be covered by the group health insurance (which includes dental and vision) to the same extent that coverage is provided while the employee is on paid status.
 3. However, employees on unpaid leave will not continue to be covered under the non-health benefit plans, unless specified elsewhere. Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, the County will inform the employee whether the premiums should be paid to the carrier or to the County. Coverage on a particular plan may be dropped if the employee is more than 30 days late in making a

premium payment. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave. For purposes of pension and retirement plans, the County will not make plan payments for an employee during the unpaid leave period, and the unpaid leave period shall not be required to be counted for time served under the plan. However, an employee may continue to make contributions in accordance with the terms of the plan during the period of leave.

4. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the County shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The County shall have the right to recover premiums through deduction from any sums due to the County (e.g. unpaid wages, vacation pay, etc.).

H. Substitution of Paid Accrued Leaves – Unless otherwise precluded by law, (e.g., 4850 time, when SDI or workers’ compensation benefits are being received) an employee must use paid accrued leaves concurrently with FMLA and/or CFRA leave. Employees who are eligible to receive state disability insurance may receive paid state disability leave during FMLA or CFRA leaves of absence. See Section 2.68.270.I for use of sick leave and other leave when an employee is receiving State Disability Insurance Benefits.

I. Medical Certification –

1. Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition, must provide written certification from the health care provider of the individual requiring care if requested by the County.
2. If the leave is requested because of the employee’s own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position subject to the following requirements:

a. Time to Provide Medical Certification – When an employee’s leave is foreseeable and a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the County within the time frame requested by the County which must allow at least 15 calendar days after the employer’s request, unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts.

b. Consequences For Failure To Provide An Adequate Or Timely Certification
If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this policy, the County may delay the taking of FMLA/CFRA leave until the required certification is provided.

- c. Recertification - If the County has reason to doubt the validity or clarity of a certification, the County may require a medical opinion of a second health care provider chosen and paid for by the County. If the second opinion is different from the first, the County may require the opinion of a third provider jointly approved by the County and the employee, but paid for by the County. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a recertification.
- 3. To receive compensation under state disability insurance, if the leave is requested because of the serious health condition of an employee's family member, the employee may be required to provide certification which includes the following:
 - a. A diagnosis and diagnostic code prescribed in the International Classification of Diseases, or, where no diagnostic has yet been obtained, a detailed statement of symptoms.
 - b. The date, if known, on which the condition commenced.
 - c. The probable duration of the condition.
 - d. An estimate of the amount of time that the physician or practitioner believes the employee is needed to care for the child, parent, spouse, or domestic partner.
 - e. A statement that the serious health condition warrants the participation of the employee to provide care for his or her child, parent, spouse, or domestic partner.
- J. Intermittent Leave Or Leave On A Reduced Leave Schedule - If an employee requests leave intermittently (a few days or hours at a time) or a reduced leave schedule for reasons covered under the FMLA or CFRA, the employee must provide medical certification that such intermittent leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. Employee shall be informed that granted FMLA leave will be deducted from employees 12 week allowance.
- K. Employee Notice of Leave - Although the County recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If the County determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the County may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.
- L. Reinstatement upon Return from Leave

1. Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the leave period.
 2. Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
- M. Fitness For Duty Certification - As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider indicating that the employee is able to resume the essential functions of his or her pre-leave position. A fitness-for-duty certification may be required if the employee has used leave pursuant to Section 2.68.270 when the leave was necessary because of the employee's illness, injury, or medical condition. Failure to provide such certification will result in denial of reinstatement. The County reserves the right to have a returning employee examined by a County designated physician, or to have the County's designated physician consult with the employee's physician, concerning the employee's fitness for duty, unless some alternate provision is set forth in the employee's applicable collective bargaining agreement.
- N. Reinstatement of "Key Employees" - The County may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the County, and the employee is notified of the County's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.
- O. Required Forms - Employees must request, complete and return each of the applicable forms in connection with leave under this policy as provided by the office of Risk Management.
- P. Visits to Doctor - Employees with chronic medical conditions are required to visit a doctor at least twice a year for that condition. For single absences requiring leave, the employee must be seen within seven days of the onset of the illness and if seen twice, the second visit must occur within 30 days of the onset of the illness.
- Q. Parental Leave/Adoption – Employees can use leave intermittently for a serious health condition of an adopted child. FMLA leave may also include time to travel to another country to complete an adoption or other necessary steps to complete the adoption.
- R. Notice/Call Ins – Employees are required to timely warn the County that they are planning to miss work and must follow the counties call in policy.
- S. Leave During Holidays – If a holiday falls within a full week of FMLA leave, the holiday counts as FMLA time, but if the leave is taken in increments of less than one week, the holiday will not count against the 12-week leave unless the employee was scheduled to work the holiday.

2.68.290 Leave of Absence Due to Death in Family

- A. When any employee or officer is absent from duty by reason of the death of his or her father, mother, step-father, step-mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than five (5) working days per year total, regardless of the number of triggering events.
- B. Eligible Employees. All employees except emergency, seasonal and temporary employees, including retired annuitants, are entitled to this leave. Employees employed on a part-time basis are entitled to this leave on a pro rata basis.
- C. Documentation of Death. The County may require confirmation of death within thirty (30) days after the employee or officer returns to work.

2.68.300 Leave of Absence Due to Critical Illness in Family

- A. When any employee or officer is absent from duty by reason of the critical illness of his or her father, mother, step-father, step-mother, brother, sister, wife, husband, domestic partner, child, grandparent, grandchild, or the mother or father of the employee's or officer's spouse or domestic partner, he or she shall be entitled to be absent, with pay, for no more than five (5) working days per year total, regardless of the number of triggering events. For purposes of this provision, a "critical illness" means a "serious health condition" as defined in Section 2.68.280(B)(7) but excluding any normal pregnancy (one without medical complications).
- B. Eligible Employees. All permanent employees except emergency, seasonal and temporary Employees, including retired annuitants, are entitled to this leave. Employees employed on a part-time basis are entitled to this leave on a pro rata basis.
- C. Documentation of Critical Illness. The County may require confirmation of critical illness within thirty (30) days after the employee or officer returns to work.

2.68.310 Military Leave of Absence

All officers and employees are entitled to military leave of absence in accordance with the provisions of Federal and State law, including FMLA. Military leaves of absence will be reported by the Department Head to the Human Resources Director to insure that all statutory requirements are satisfied. Employees and family members of military personnel may take leave as provided under federal law.

2.68.320 Jury Duty Leave

- A. Every permanent or probationary employee of the County who is summoned or required to serve as a trial juror in any jurisdiction where the employee resides, or to serve on a federal grand jury, is entitled to be absent from the County during the period of service. The employee will be paid the employee's regular salary without charge against the employee's

accumulated paid leaves, provided that the employee deposits fees received for jury service (excluding mileage) with the Director of Finance or his/her designee.

- B. An employee summoned for jury duty must immediately notify his or her Department Head. An employee must turn in copy of summons to Department Head within 3 days of receipt.
- C. Employees are required to notify their supervisor on a daily basis regarding jury duty hours, including jury duty release time. Upon release from jury duty prior to the end of the business day, the employee must promptly notify their supervisor. If an employee or officer is released from jury duty at a time that allows the employee to return to work with one hour or more remaining in the workday, the employee or officer must report to work.
- D. Where Courts have call-in procedures to determine days and hours of service, employees must take advantage of these procedures. If an employee is not told by the Court to report or told to call in the next day for jury service, the employee must come to work and make the call from his/her assigned place of work, unless the employee receives prior approval from the Department Head to call from home.

2.68.330 Miscellaneous Leave

- A. An employee is entitled to take leave when the employee has been the victim of domestic violence, sexual assault or stalking in order to obtain any legal relief, seek medical attention, and to obtain related services and counseling. The employee shall provide their supervisor with reasonable advance notice of their intention to take time off, and may use accrued vacation, personal leave, sick leave, compensatory time off, or unpaid leave if no accrued leave is available. When an unscheduled absence occurs, the employee shall provide certification evidencing the fact that the employee was a victim of domestic violence, sexual assault, or stalking. To the extent allowed by law, the County shall maintain the confidentiality of any employee requesting and using leave pursuant to this section.
- B. An employee is entitled to be absent from work when the employee, or an immediate member of an employee's family, has been a victim of a crime and is required to attend judicial proceedings related to that crime. The employee shall provide their supervisor with reasonable advance notice of their intention to take time off, and may use accrued vacation, personal leave, sick leave, compensatory time off, or unpaid leave if no accrued leave is available. When an unscheduled absence occurs, the employee shall provide certification evidencing the fact that the employee, or an immediate member of the employee's family, was a victim of a crime and was required to attend a judicial proceeding related to that crime. To the extent allowed by law, the County shall maintain the confidentiality of any employee requesting and using leave pursuant to this section.
- C. When an employee acts as a volunteer firefighter for the protection of life or property during regular business hours, the employee shall be deemed to be on duty and there should be no loss of salary. The employee, when working as a volunteer, is not covered by Worker's Compensation with Mono County. An employee who is called to perform search and rescue services during regular business hours may act with the prior approval of the employee's Department Head, whose permission shall not be unreasonably withheld, and the employee shall be deemed to be on duty and there should be no loss of

salary up to the first four hours of time spent responding during regular business hours (per incident); any additional time spent responding (beyond four hours during regular business hours) shall not be compensated, but an employee may use any accrued vacation leave or compensatory time off the employee may have for this purpose. The County shall also comply with Labor Code sections 230.3 and 230.4, to the extent applicable.

- D. An employee may take leave to attend a school or day care facility event pursuant to Labor Code Sections 230.7 and 230.8 if the employee provides reasonable advance notice to their supervisor. The employee shall be required to use accrued vacation, personal leave or compensatory time off when using this leave.

2.68.340 Pregnancy Disability Leave

- A. Any female employee will be entitled to take an unpaid leave on account of pregnancy, child birth or related medical conditions for the period of disability up to four (4) months. The employee will be entitled to utilize any accrued sick leave, vacation time or other accrued paid leave during this period of time. An employee will not accrue additional vacation or sick leave during any unpaid portion of this leave. The County may, but is not required to, allow an employee to commence the use of CFRA leave prior to the birth of the child if the employee has used four months of pregnancy disability leave prior to the child's birth and the employee's health care provider determines that a continuation of the leave is medically necessary. Pregnancy Disability Leave shall run concurrent with FMLA leave.
- B. Any employee who plans to take a leave on account of pregnancy, child birth or related condition should submit in writing to her Department Head a statement of her intent to take leave, including a physician's statement indicating her last advisable or probable date to remain at work and a statement of her intended date to return to work. Notice must be given not less than thirty (30) days prior to the intended commencement date of the leave, if the leave is foreseeable. When the need for leave does not allow for thirty (30) days notice, notice should be given as soon as practicable.

2.68.350 Voting Leave

Employees whose work schedule prevents them from having sufficient time outside of working hours to vote at a statewide or countywide election, may take up to two (2) hours off with pay at the beginning or end of the workday, whichever allows the most free time for voting and the least time off from the employee's regular working shift, to enable the employee to vote. If the time off is required, the employee must provide the employee's Department Head with notice that time off for voting is necessary at least two (2) days prior to the election. The Department Head may require that the time off be taken only at the beginning or the end of the employee's shift/workday.

2.68.360 Administrative Leave With Pay

Administrative leave is leave with pay taken at the sole discretion of the County. Employees placed on administrative leave will be relieved of their regular duties during the period of leave. Employees placed on administrative leave will remain at their residence or elsewhere at the instruction of the Department Head, and remain accessible to communication and contact from the County, during their regular work hours, but shall perform no work or duties on behalf of the

County. Employees placed on administrative leave will report to their Department Head daily or as otherwise instructed by their Department Head during the period of the leave. Administrative leave is not discipline and does not entitle the employee to any right of appeal. Employees on Administrative Leave shall accrue benefits, including sick and vacation time, during such leave, and may request to use accrued sick and vacation time in the manner provided for in this Chapter. The employee on paid administrative leave must comply with reasonable restrictions during the employee's normal working hours, shall not engage in activities that might result in injury to the employee, and shall promptly notify their supervisor of any change in their location during the employee's normal working hours. Administrative leave for a period of thirty (30) days or less must be approved by the CAO. Administrative Leave for any period in excess of thirty (30) days must be approved by the Board of Supervisors upon the recommendation of the CAO.

2.68.370 Administrative Leave Without Pay

- A. Eligibility. Other than emergency, temporary or seasonal employees, all employees or officers of the County who have been employed for one (1) year may be granted a leave of absence without pay upon the following conditions:
1. The employee or officer has submitted a request in writing to his or her appointing authority indicating clearly and concisely:
 - a. That the leave of absence is made voluntarily by the employee or officer;
 - b. That there is a date certain on which the leave will commence;
 - c. That there is a date certain on which the employee will return to work and failure of the officer or employee to return to work on that date constitutes cause for dismissal of said employee or said officer should the employee or officer not utilize the procedure for extension as set forth below;
 - d. That the reason for the requested leave of absence and all facts, events or occurrences that the employee or officer is relying upon to support the request are stated.
- B. When Granted. A leave of absence without pay may be granted only in the event that the facts, events and occurrences that support the request of the officer or employee establish one of the following:
1. There is an illness, injury or disability of the officer or employee, or a member of his/her immediate family and the officer or employee has exhausted all available leaves pursuant to CFRA and FMLA;
 2. The employee or officer is to receive some training, education or experience which will materially increase the ability of said officer or employee to perform his or her duties as a County employee;
 3. That the leave is requested for personal reasons acceptable to the Department Head and the CAO;

4. That additional maternity or paternity leave, beyond that authorized by federal or state law, is requested by an officer or an employee.
- C. Authority. A leave of absence requested by an officer or an employee for a period not exceeding thirty (30) calendar days after the exhaustion of all other leaves may be approved by the employee's Department Head and granted by the CAO.
- D. Extension of Leaves. Should the officer or employee desire an extension of the leave of absence, said officer or employee must submit a request, in writing, to the CAO, whose approval is required pursuant to Subsection C of this section. The request will be considered by the CAO, whose approval is required, only in the event that:
 1. The request is received by the County Administrative Officer (CAO) at least seven (7) working days prior to the date scheduled for termination of the leave.
 2. The request contains an address to which a note of approval or denial of the extension may be sent; and
 3. The request gives facts which support a determination by the CAO that the circumstances which caused the initial granting of the leave still exist.
- E. Leave Requests for Period in Excess of Thirty Days. A leave of absence requested by an officer or employee for a period in excess of thirty (30) calendar days shall be processed as follows:
 1. The request shall be approved by the employee's Department Head and submitted to the CAO.
 2. Upon the approval of the CAO, the request shall be submitted to the Board of Supervisors for consideration at the next regularly scheduled Board meeting. The Board of Supervisors may approve the request, approve the request upon the imposition of conditions the Board deems appropriate, including but not limited to, a reduction in the period of time requested, or deny the request.
- F. Time Limitation. Leave without pay is not to exceed one (1) year.
- G. No Accrual of Other Leaves. Vacation, sick leave and other paid leaves will not be earned during unpaid leave of absence. Holidays with pay will not be given. Contributions to monthly premium costs for medical insurance will be suspended after one (1) calendar month. After one (1) month the employee must make arrangements to continue to pay his/her normal monthly premium costs for insurance under COBRA provisions or lose coverage.

2.68.380 Employee Standards of Conduct

- A. All County employees are expected to meet the following standards of conduct:
 1. Maintain the highest standards of moral and ethical conduct;
 2. Being courteous, competent, and business like when dealing with all people;

3. Beginning work on time and putting in a full day's work;
 4. Being dedicated to the County and the job, and always striving to improve both; and being dedicated to providing quality services in support of the health, safety, and welfare of the local economy while protecting the County's unique rural environment, natural resources, and honoring the public trust and the people being served;
 5. Working cooperatively with fellow employees, supervisors and other departments;
 6. Putting themselves in the other person's shoes;
 7. Keeping physically and mentally healthy; and
 8. Working safely at all times.
- B. Failure to adhere to the standards of conduct can be grounds for disciplinary action pursuant to section 2.68.498 of these rules.

2.68.390 Discrimination Prohibited

No person employed by the County of Mono, or seeking employment with the County of Mono, shall be discriminated against in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration because of race, color, religion, national origin, ancestry, marital status, sex, age, physical or mental disability, sexual orientation, or political or religious opinions or affiliations. Any employee who believes he/she has been discriminated against should report it immediately to their supervisor, manager, any Department Head, or Human Resources Director. The County's internal complaint process described in section 2.68.410 of these rules is available to any employee who believes they have been discriminated against.

2.68.400 Retaliation Prohibited

An employee shall not be disciplined or discharged for reporting discriminatory conduct, regulatory violations or illegal activity, unsafe working conditions, or industrial injury, unless the conduct reported is found not to have occurred and there is malice in the reporting.

2.68.410 Anti-Harassment Policy

- A. Harassment Free Work Environment. The County is committed to providing a work environment free of discriminatory harassment.
- B. Harassment Will Not Be Tolerated. Discriminatory harassment violates this policy and will not be tolerated. Discriminatory harassment of an applicant, employee or person providing services pursuant to a contract, is harassment based on actual or perceived race, religious creed, color, sex, national origin, ancestry, disability, medical condition, marital status, age or sexual orientation. It is also improper to retaliate against any individual for making a complaint of discriminatory harassment, for participating in a harassment

investigation, or for engaging in any other protected activity. Retaliation constitutes a violation of this policy.

- C. Policy Applies to All Personnel Matters. This Policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation. Employees who violate this Policy may be subject to disciplinary action up to and including termination. By definition, any form of discriminatory harassment, including sexual harassment, is not within the course and scope of an individual's employment with the County.
- D. Definition. Harassment can consist of virtually any form or combination of verbal, physical, visual or environmental conduct. It need not be explicit, or even specifically directed at the victim. The conduct prohibited by this policy may include conduct that does not necessarily meet the strict legal definition of harassment as defined under Title VII of the Civil Rights Act of 1974, the California Fair Employment and Housing Act, or other federal and state statutes that prohibit harassment. In other words, an employee, manager, supervisor, or officer may be subject to discipline, up to and including termination, for engaging in, and/or aiding or abetting conduct prohibited by this policy that may not rise to the level of harassment as defined under state or federal law. Sexually harassing conduct can occur between people of the same or different genders.

Harassment includes, but is not limited to, the following misconduct:

1. Verbal. Inappropriate or offensive remarks, slurs, jokes or innuendoes based on actual or perceived sex, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation. This may include, but is not limited to, comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation of a sexual nature; or sexist, patronizing or ridiculing statements that convey derogatory attitudes about a particular gender, race, color, national origin, religious creed, ancestry, disability, medical condition, or sexual orientation.
2. Physical. Inappropriate or offensive touching, assault, or physical interference with free movement when directed at an individual on the basis of actual or perceived sex, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age, or sexual orientation. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling, indecent exposure, or making any type of sexual gesture.
3. Visual or Written. The display or circulation of offensive or derogatory visual or written material related to sex, religious creed, national origin, color, ancestry, disability, medical condition, marital status, age or sexual orientation. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, computer graphics or electronic media transmissions.

4. Environmental. A work environment that is permeated with sexually-oriented talk, innuendo, insults or abuse not relevant to the subject matter of the job. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements. An environment may be hostile if unwelcome sexual behavior is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work.
- E. Romantic Relationships Discouraged. Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing.
- F. Prohibited Supervisory Or Managerial Behavior.
1. No supervisor, manager, or other authority figure may condition any employment, employee benefit or continued employment on an applicant's or employee's acquiescence to the behavior defined above.
 2. No supervisor, manager, or other authority figure may retaliate against any applicant, or employee, because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by an authorized investigator.
 3. No person shall destroy evidence relevant to an investigation of harassment.
- G. Behavior Prohibited By All Persons.
1. No supervisor, manager, or any other person in the County shall create a hostile or offensive work environment for any other person by engaging in any discriminatory harassment or by tolerating it on the part of any employee.
 2. No supervisor, manager, or any other person in the County shall assist any individual in doing any act which constitutes discriminatory harassment against any person.
 3. No supervisor, manager, or any other person in the County may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.
- H. Obligations of Supervisors/Managers.
1. A copy of this policy will be provided to all employees of the County, and will be displayed and/or made available throughout the County.

2. A copy of the information sheet on sexual harassment prepared by the Department of Fair Employment and Housing is available to all County employees upon request.
 3. The County will periodically notify employees of the procedures for registering a complaint as well as available redress. Such notification will occur through the normal channels of communication.
 4. The Human Resources Department will make available upon request information from the Department of Fair Employment and Housing and the Equal Employment Opportunity Commission about filing claims of harassment with these entities.
 5. Employees of the County will receive periodic training on the policy.
- I. Need to Report Immediately. Employees who believe they have experienced or been subjected to any form of employment discrimination or harassment should report it immediately to their supervisor, manager, any Department Head, or the Human Resources Department.
- J. Obligations of all Employees.
1. Any employee who observes or witnesses comments, gestures, visual or auditory materials, or actions that are perceived as constituting any form of harassment should immediately communicate and discuss with the person who is performing the harassing behavior that such action/words are not welcome.
 2. Whether or not an employee has communicated directly with the harasser, all employees should immediately report any conduct that they believe violates the policy. This includes conduct they personally experience or directly observe, whether or not reported by the employee who is the object of the conduct. This also includes conduct that they have been told has occurred by the person allegedly harassed or a witness to alleged harassment. This also includes conduct by non-employees, such as sales representatives, independent contractors, service vendors, clients, or any member of the public, or conduct aimed at such contractors or any member of the public. An employee who observes/witnesses harassing or discriminatory conduct and fails to report such conduct may be subject to disciplinary action.
 3. Employees should immediately report the conduct to their supervisor, manager, any Department Head or the Human Resources Department. Under no circumstances will employees of the County, who believe they have been the victim of discrimination or harassment, be required to first report that harassment to a supervisor or other authority figure if that person or authority figure is the individual who has done the harassing. These employees should instead report the conduct to any manager, Department Head or the Human Resources Department.
 4. All employees must cooperate with any investigation of any alleged act of discriminatory harassment conducted by the County or its agents. Failure to cooperate with any such investigation may subject the employee to discipline, up to and including discharge.

K. Responsibilities of Supervisors or Management.

1. Any supervisor or manager who receives a complaint or witnesses any conduct regarding discrimination or harassment must immediately report it to the Human Resources Department. If it is not possible to make an immediate report to the Human Resources Department, or if the complaint involves the Human Resources Director, then the complaint should be immediately reported to the CAO. Failure to report discrimination or harassment may result in disciplinary action.
2. No supervisor, manager, officer, or any other person in the County with management authority may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by an authorized investigator.
3. All supervisors and managers are required to maintain confidentiality to the extent possible in communicating or investigating any claims of alleged discriminatory harassment.

2.68.420 Investigative and Corrective Action for Complaints of Discrimination and/or Discriminatory Harassment

- A. The Human Resources Department will authorize or conduct an investigation of the complaint of discrimination or discriminatory harassment. The investigation will be conducted in a manner that ensures, to the extent feasible, the privacy of the parties involved.
- B. The person designated to investigate shall immediately report in writing the findings of fact to the Human Resources Director. The Human Resources Director, in consultation with the CAO and County Counsel, will determine whether these rules have been violated and communicate the conclusion to the complainant.
- C. Disciplinary action shall be decided in accordance with County policy and after consultation with the Human Resources Director and County Counsel.
- D. If the complaint is against the Human Resources Manager, the investigation will be conducted or supervised by the CAO.

2.68.430 Anti-Violence in the Workplace Policy

- A. Policy. The County has a Zero Tolerance for workplace violence. The policy of the County is to prohibit acts or verbal and/or non-verbal threats of physical violence in the workplace, including intimidation, harassment, and/or coercion, by or to County employees, visitors, fellow employees or by relatives of fellow employees.
- B. Zero Tolerance Standard. The following sets forth examples of prohibited conduct:
 1. Violent conduct or threats of violence, implied, actual, direct, or indirect to any employee.

2. Possession of offensive or defensive weapons (firearms, illegal knives, clubs, mace, pepper spray, tear gas, etc.), unless specifically required or authorized by the Sheriff or CAO.
 3. Hitting or shoving an individual, and any physical touching in an intimidating, threatening or dominating manner.
 4. Threatening an individual or family member, friends, associates, or citizens.
 5. Making harassing or threatening phone calls.
 6. Engaging in harassing surveillance or stalking.
 7. Making a suggestion or threat that violence will occur.
 8. Conduct that creates a physically hostile, abusive, or intimidating work environment for one or more County employees.
- C. Reporting Conduct. Employees should immediately report violent behavior at any County location or at any location where the County conducts business to the Department Head for monitoring and assessment and call 911 if immediate law enforcement and or emergency response is necessary. The Department Head shall relay all reported or otherwise known incidents to the CAO or his/her designee. The CAO or designee may, in his/her discretion, take immediate steps to provide safety to the reporting person or other person(s) based on his/her assessment of the situation.
- D. Discipline. All County employees who engage in violence, direct, indirect, threatened, or actual, against co-workers or any other person related to County business or on County premises may be subject to legal action by law enforcement authorities as well as disciplinary action by the County, up to and including termination of employment.
- E. Action Plan. The CAO or his/her designee and Department Head will assess reported incidents and may take the following action(s) where appropriate:
1. Take steps to have any physically threatening or violent person, employee or member of the public leave or be removed from the worksite.
 2. Place an employee alleged to have made serious violent threats or engaged in other violent behavior on paid or unpaid leave pending the outcome of an investigation.
- F. Investigation. Threats of violent behavior and acts of violent behavior, implied, actual, direct, or indirect, are to be investigated promptly and reported to the CAO or his/her designee. Such incidents should be documented and filed with the CAO or his/her designee and thereafter investigated in accordance with the CAO's direction. Such documentation should include a narrative of the incident including names and other appropriate identification of the parties involved, verbal comments made or description of the violent behavior, witness names, and witnesses' statements. The County shall cooperate and coordinate with any investigation being conducted by law enforcement.

- G. Procedures. Procedures for investigating incidents of workplace violence, including threats of violence and physical injury, shall include the following, and may be subject to any additional policy adopted by the CAO or Board of Supervisors:
1. Go to the scene of an incident. Immediately separate the participants.
 2. Interview threatened or injured employees and witnesses.
 3. Consider taking corrective action to prevent incidents of this kind from recurring.
 4. Contact CAO and inform of threats of violence immediately upon knowledge of threats.
 5. Document findings.
 6. Determine the cause of the incident.
 7. Examine the workplace for security risk factors associated with the incident after release of the scene by law enforcement personnel if the incident involves injuries or death.
 8. Take whatever additional action is necessary under the circumstances to handle and investigate workplace violence complaints and/or incident.
- I. Guidelines for Immediate Response. Any response to an incident involving an assault resulting in injury or death should be limited in scope. The individual on scene who observes the incident should limit their activities to the following:
1. Dial 911 for medical and law enforcement assistance.
 2. Render comfort and minor first aid to any injured victims.
 3. Immediately notify the Department Head, Sheriff, and CAO
 4. Separate the participants and make an attempt to identify and document all potential witnesses to the event.

The first manager or supervisor responding to the incident should ensure that the above actions have been initiated.

2.68.440 Improper Political Activity

No one employed by the County will engage in political activities on County premises while engaged in official duties, using County equipment, or wearing an official County uniform. Political activity is that activity defined under the California Government Code.

2.68.450 Outside Employment/Restrictions

No officer or employee shall engage in any employment, activity or enterprise which is inconsistent, incompatible, or in conflict with the duties or responsibilities of said officer or

employee as they relate to employment with the County of Mono, or with the duties, functions, or responsibilities of employee's appointing authority or of the County, except as specified herein.

- A. Prohibited Outside Employment. An officer's or employee's outside employment, activity, or enterprise shall be prohibited if it:
1. Involves the use for private gain or advantage of the County's time, facilities, equipment and supplies; or the badge, uniform, prestige or influence or his/her County office or employment; or
 2. Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the County for the performance of an act which the officer or employee, if not performing such act, would be required or expected to render in the normal course or hours of his/her County employment or as a part of his/her duties as a County officer or employee; or
 3. Involves the performance of an act in other than his/her capacity as a County officer or an employee which act may be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other officer or employee; or
 4. Involves such time demands as should render performance of his/her duties as an officer or employee less efficient.
- B. When Outside Employment May Be Allowed. An officer's or employee's outside employment, activity or enterprise would not be deemed inconsistent, incompatible, in conflict with, or inimical to, the duties of the officer or employee, if the officer or employee, prior to engaging to any such employment, activity or enterprise makes a complete written disclosure to the Department Head or the appointing authority of all of the functions, duties and responsibilities required of said officer or employee by such employment, activity or enterprise, and receives written consent to engage in such employment, activity or enterprise from the Department Head, if an employee, or the Board, if an officer. A Department Head and/or the CAO may adopt a form for use in evaluating a permitting outside employment.

2.68.460 Drug and Alcohol Policy

- A. County Requirements. The County requires that any officer or employee:
1. Not report to work or be subject to being called to duty while his or her ability to perform job duties is impaired due to on or off duty alcohol or drug use. Not report to work if the effects of substance use (odor, appearance, etc.) are noticeable to the public.
 2. Not possess or use alcohol or impairing drugs, including illegal drugs and prescription drugs without a prescription, during working hours, while on County property, while using or operating County equipment or vehicles, or while subject to being called to duty, on breaks, or during meal periods.

3. Not directly or through third parties sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty or subject to being called to duty.
 4. Notify his or her supervisor, before beginning work, when taking medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of County equipment.
 5. Provide, within 24 hours of request, bona fide verification of current valid prescription for any potential impairing drug or medication identified. The prescription must be in the employee's name. A medical marijuana prescription/license is not deemed a valid prescription for employment purposes.
 6. Notify the Human Resources Director and Department Head of any criminal drug conviction for a violation not later than five days after conviction.
- B. Special Restrictions. Special restrictions and/or policies applicable to Department of Transportation regulated or sensitive safety positions are incorporated herein by this reference, and will be enforced together with, and in addition to, the provisions of this section. Departments receiving federal funding may be subject to the Drug-Free Workplace Act of 1988.
- C. Discipline For Violations. Violation of any of the above can result in discipline up to and including termination, and may include the employee's participation in, and completion of, a drug or alcohol treatment program. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal leave and disability laws.
- D. Search of Property. The County reserves the right to search, without employee consent, all areas and properties in the County over which the County maintains control or joint control with the employee.
- E. Pre-employment screening. The County will maintain post-offer, pre-employment screening practices regarding drugs and alcohol. All offers of employment extended by the County shall be contingent upon the applicant submitting to and passing a fitness for duty examination which may include testing for use of drugs and alcohol for designated positions. Applicants who refuse to sign a consent form permitting testing or the release of test results to the County will not be hired/rehired.
- F. Management Responsibilities and Guidelines. Managers and supervisors are responsible for reasonable enforcement of this drug and alcohol policy. Managers and supervisors shall direct that an employee submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job or subject to being called to work.
1. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced.

2. Managers and supervisors shall direct an employee to submit to a drug and/or alcohol test if the employee has been involved in a vehicular accident where the employee was the driver or involved in any accident that causes damage to county property or injury to any person.
3. Any manager or supervisor directing an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs or alcohol.
4. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon direction will remind the employee of the requirements and disciplinary consequences of failing to submit to the analysis. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor will arrange for the employee to be safely transported home.
5. Managers and supervisors will not physically search the person or employee suspected of being under the influence of drugs and/or alcohol, nor search the personal possessions of such employee or person without first being provided the freely given written consent of the employee or person.
6. Managers and supervisors will notify the Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the County. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head may notify the appropriate law enforcement agency.

G. Physical Examination and Procedure. The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including but not limited to, prescription medications, alcohol, heroin, cocaine, morphine and its derivatives, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

1. Results of Drug and/or Alcohol Analysis Pre-employment. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drug and/or alcohol could affect performance of job, duties or responsibilities. If a drug screen is positive at the pre-employment physical the applicant must provide, within 24 hours of request, a bona fide verification of a valid prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.
2. During Employment Physical or Alcohol/Drug Test. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge. If the drug screen is positive for a prescription drug, the employee must provide, within 24 hours of request, a bona fide verification of a valid current prescription of the drug identified in the drug screen. The prescription must be in

the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor that the employee has been prescribed and will be taking such prescribed drug, the employee will be subject to disciplinary action up to and including discharge.

3. Testing Procedures. Testing procedures and threshold limits shall be in accordance with state and federal law, DOT procedures, and as may be determined by policy established by the Board of Supervisors.
4. Investigation. If an alcohol or drug test is positive for alcohol or drugs, the County shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with the disciplinary procedures set forth in these rules and in conformance with state and federal laws.

G. Confidentiality. Laboratory reports and test results shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical file which will be securely kept under the control of the Human Resources department. The report or test results may be disclosed to County management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without consent, may also occur when (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the employer and the employee, (3) the information needs to be used in administering an employee benefit plan; or, (4) the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

2.68.470 Computer/Electronic Mail/Voice Mail/Internet Policy

A. Scope.

1. County Provided Electronic Media. This policy applies to all Mono County employees who use any electronic media provided by the County. Electronic media is defined as computers, computer peripherals, computer software, laptops, voice mail, electronic mail (e-mail), Internet access, World Wide Web access, Intranet (MINE) access, on-line information services, electronic facsimile (fax) files, and any other electronic type of equipment that the County deems as electronic media.
2. Personal Electronic Media. This policy also applies to all personal electronic media used for County business purposes, and as such will be subject to the same conditions set forth herein.

B. General Policy on the Use of Electronic Media.

1. Business Purposes. Electronic media, as outlined in the scope above, are provided for the use of Mono County employees for business-related purposes and as such do not offer privacy protections that one might expect from a personal system.
2. Right to Search and Monitor. Supervisors, managers, Department Heads, as well as computer support personnel, as authorized by the Department Head, reserve the

right to enter, search and monitor the computer files, voice mail, e-mail, or any type of electronic file of any employee without advance notice. Justification for such actions may include monitoring work flow or productivity, and investigating theft, disclosure of confidential business or proprietary information, or personal abuse of the system.

3. On-line Information Service Use. Use of on-line information services such as the Internet and the World Wide Web is restricted. Access to online information services should be kept to a reasonable amount of time. The standard for a reasonable amount of time will be established at the discretion of the Department Head. Personal use of online information on County time is to be strictly limited, and may be prohibited by any Department Head for his/her department. As with use of on-line information services, personal use of the telephone should be: a) confined to any use that is absolutely necessary; b) kept to a minimum; c) brief and focused; d) to the extent practical, performed on breaks or lunch time, rather than on County work time. An abuse of this personal use policy may subject the employee to discipline, up to and including termination, as being an inexcusable neglect of duty and/or insubordination, and may result in prohibition from such personal use.
4. Voice Mail. Messages recorded, sent, received and/or stored utilizing the County's voice mail system should be considered as County property. Therefore, voice mail may be subject to search for the reasons stated above.
5. E-Mail. Internal and external messages and files sent, received and/or stored utilizing the County's e-mail program should be considered as County property. Therefore, e-mail may be subject to search for the reasons stated above.
6. Facsimiles. Electronic files of facsimiles (fax's) sent, received, and/or stored using County equipment should be considered County property and may be subject to search for such reasons as stated above.
7. Computers, Computer Software, Laptops and Computer Files. The County's computers, software and files stored on the computer or network will be considered as County property. Therefore, these devices may be subject to search for reasons stated above. In addition, all software that resides on any of the County's computers will be licensed and may be considered the property of Mono County.
8. Software Installations. No employee will install software on any County computer without first receiving permission from the Department Head, and subject to the review and approval of the Information Technology department.
9. No Hardware Tampering. No employee will alter or tamper with any County computer or interfere with its operation. All hardware failures will be immediately reported to the departmental or County computer specialist. Personnel will not attempt hardware repair unless so directed by the departmental or County computer specialist.
10. Mailing Lists. Administration of the County e-mail systems is a distributed function with each department responsible for the creation and maintenance of its

user community and mailing lists appropriate to that department. Unauthorized use of this mailing list is prohibited without the prior approval of the CAO or his or her designee.

11. Deleted Data. It should be noted that even though an employee may have deleted information or files from any of the electronic media, it does not mean that it is permanently deleted from the system. Deleted information that is retrieved may be used by the County for any and all purposes necessary to protect the County, including disciplinary action.
12. Records Retention Policy. Electronic media which are considered “County records” will be subject to the County’s records retention policies, including the same legal retention periods as paper documents. For the purposes of this policy, “County records” include: 1) permanent electronic computer files, and 2) telecommunications (e.g., e-mail and voice mail) which have been downloaded/converted into permanent electronic files, or have been printed to hard copies and stored as permanent files for the purposes of records retention. Thus, e-mail and voice mail which have *not* been converted to “County records” will be considered transitory communication, and treated similar to unrecorded phone calls, since they are not permanent records.
13. Public Records Act. Under the California Public Records Act, *any* electronic media message (e.g., e-mail or voice mail) or permanent computer file which has been generated by the County of Mono, may constitute a “public record,” and may be provided to the public through the California Public Records Act, or may be otherwise discoverable. Thus, employees must always assume that e-mail, voice mail, and permanent computer files are subject to disclosure unless a specific legal basis for non-disclosure exists.
14. Allowable Uses of Electronic Media. Allowable uses of electronic media for Mono County business purposes include the following:
 - a. To facilitate performance of job functions.
 - b. To facilitate communication of information within the County.
 - c. To coordinate meeting of individuals, locations and resources of Mono County.
 - d. To communicate with outside organizations as required in order to perform an employee’s job function.
15. Prohibited Uses of Electronic Media. Prohibited uses of electronic media include, but are not limited to the following (also see 23.3 and 23.4, below, for additional prohibited uses):
 - a. Illegal or impermissible activities as defined as a violation of County policies, regulations, and state and/or federal law.
 - b. Committing fraud or stealing data, or equipment.

- c. Using the network for an illegal activity, including violation of copyright, license agreements and other contracts, e.g. downloading music.
- d. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or any other protected status pursuant to Section 2.68.180 will not be tolerated. These include, but are not limited to, communicating slurs, obscene messages, and sending, downloading or viewing obscene materials and pictures.
- e. Sending or communicating threatening messages.
- f. Political endorsements.
- g. Commercial activities including areas of financial gain.
- h. Intentionally disrupting network traffic or crashing the network and connected systems (for example: sabotage, intentionally introducing a computer virus).
- i. Unauthorized access to others' files with no substantial business purpose, or vandalizing the data of another user.

16. Violation of Policy. Violation of this policy will be reviewed on a case-by-case basis and may result in disciplinary action, up to and including discharge.

C. E-mail and Voice Mail Usage.

- 1. Right to Review and Monitor. The County reserves the right to access all voice mail and e-mail left on or transmitted via the County's communication systems. Since e-mail and voice mail messages are County property and intended for County business, County employees will have no right or expectation of privacy in any e-mail or voice mail message in the County's communication systems. Supervisors and managers will have the right to review any e-mail or voice mail messages of any employee supervised by them at any time and for any reason. If the messages to be reviewed are no longer available within the department, the messages may be searched for in other department systems with the approval of the head of that department.
- 2. Purpose of E-mail and Voice Mail. The purpose of e-mail and voice mail is to provide a work related communication channel between individuals and groups, and to promote effective and efficient use of time and resources in order to carry out the business of the County. Employees are expected to utilize the County's communications systems with the same degree of respect, professionalism, and courtesy as is expected of personal face-to-face interactions. As with the telephone, personal e-mail and voice mail should be: a) confined to those absolutely necessary; b) kept to a minimum; c) brief and to the point; d) to the extent practical, performed on breaks or lunch time, rather than on County work time.

3. Uses of E-mail and Voice Mail. Listed below are examples of appropriate and inappropriate e-mail, and where applicable, voice mail use.
 - a. Examples of Appropriate Use:
 - i. Providing or requesting information regarding County business (e.g., meeting notification, budget issues, etc.).
 - ii. Transmitting a document or file (vs. printing and mailing the document).
 - iii. General announcements within the scope of the sender's job responsibilities (e.g., employee benefits information sent by the Employee Benefits Supervisor).
 - iv. Informational announcements that need to be communicated to County employees (e.g., parking lot repair schedule).
 - v. Union business that meets the criteria and standards for Union business as outlined in the applicable collective bargaining agreement.
 - b. Examples of Inappropriate Use:
 - i. Illegal or impermissible activities as defined as a violation of County policy, state, and/or federal law.
 - ii. Anything that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, disability or religious or political beliefs, or any other protected status will not be tolerated. These include, but are not limited to, slurs, obscene messages, materials, and pictures, or religious materials.
 - iii. Anything that may be construed as disruptive, threatening, offensive to others, or harmful to morale.
 - iv. Copyright infringement.
 - v. Items of a political nature or having to do with political activities.
 - vi. Unauthorized distribution of personnel or medical information.
 - vii. Use of E-mail when signed documents are required (Note: Use of E-mail to distribute documents for signature is acceptable).
 - viii. Purposely creating any message that purports to be from another person without their permission.
 - ix. Unauthorized use of County mailing lists.

- x. Unauthorized access to others' files with no substantial business purpose, or vandalizing the data of another user.
 - xi. Personal messages, including but not limited to, chain letters and broadly distributed e-mails regarding personal matters or interests.
3. Clarification. If an employee is unsure of what constitutes authorized County business purposes in his or her department, he or she should ask the supervisor, manager, or Department Head.
 4. Violations. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment.

D. Internet Usage

1. Purpose of the Internet. The purpose of Internet access is to distribute information to public constituencies or to conduct research for County job related activities.
2. Right to Review, Monitor, Report, and Restrict Internet Use. Since Internet access and use are intended for County business, County employees will have no right or expectation of privacy in any Internet activity using County equipment or networks. Supervisors and managers will have the right to review any Internet activity of any employee supervised by them at any time and for any reason. If the activity to be reviewed goes beyond the department's system, other department systems and records may be searched with the approval of the head of that department. The County may monitor and report on Internet use by County employees. Managers may restrict Internet use by anyone supervised by them at any time and for any reason. The County may restrict access to Internet sites whose content appears to have no purpose related to the business of the County.
3. Uses of the Internet. All Internet activities should be directly related to Mono County business. Use of the Internet should be handled as judiciously as the publication of County documents or the purchase of reference documents. Listed below are examples of appropriate and inappropriate Internet use.
 - a. Examples of Appropriate Use:
 - i. Obtaining information regarding County business, i.e., policy, legislation, public meetings, technical research, legal research, etc.
 - ii. Transmitting or receiving a file or document (in conjunction with e-mail).
 - iii. Providing information regarding County business to the public, i.e., meeting agendas, key points of contact, forms, etc.
 - iv. Delivery of County services, such as tax payments, facility reservations, health education and disaster coordination.

b. Examples of Inappropriate Use:

- i. File downloads not connected with County business.
 - ii. Generating, sending, requesting, receiving, downloading, viewing, or archiving material in any form, i.e., text, graphics, etc. which contains offensive or obscene language or content, or is harassing in nature.
 - iii. Engaging in activities resulting in personal gain, such as engaging in any personal business or commercial transaction, exhibiting items for sale, or transacting other personal business.
 - iv. Engaging in any unlawful activity.
 - v. Copyright infringement.
 - vi. Transmitting any County sensitive information over the Internet by other than secured transmission.
 - vii. Creating, furthering or participating in any act of fraud, waste or abuse through Internet activities.
 - viii. Intentionally disrupting network traffic or crashing the network and connected systems (for example: sabotage, intentionally introducing a computer virus).
 - ix. Engaging in any other act of misconduct such as discrimination, sexual harassment, and misuse of position.
 - x. Excessive or multiple Internet sessions, unless needed for official County business.
 - xi. Use of continuous services such as PointCast, live audio, live radio, and live video feeds unless needed for official County business, or as permitted by the Department Head except when a directive from the IT Department prohibits such use because of interference with County business needs.
- c. Clarification. If an employee is unsure of what constitutes authorized County business purposes in his or her department, he or she should ask the supervisor, manager, or Department Head.
 - d. County Department Use and Responsibilities. It is each department's responsibility to insure appropriate use of Internet resources within its department, which is consistent with this policy.
 - e. Alignment with County/Department Mission and Goals. Department information published on the County of Mono World Wide Web (WWW) server and links on System pages to other Web sites should be in alignment with the mission and goals of the County as well as the individual department. Any department specific information to be published on the County WWW must be approved by the Department Head for uploading to the Internet server. In addition, all department WWW pages should adhere to general County design guidelines in order for the County presence on the

WWW to have the same look and feel. It will be the responsibility of each department to periodically review their respective web pages and provide timely updates.

- f. Violations. Violations will be investigated and may result in disciplinary action up to and including dismissal from County employment.

E. Electronic Media Procedure for New Employees

1. Purpose. New employees who will be assigned electronic media will be required to complete the “Electronic Media Agreement and Application Form” which serves two purposes: (1) it documents each employee’s written consent to abide by rules set forth in this Chapter; and (2) provides the necessary information for the Information Technology department, or the department’s authorized technical staff, to set up a login account, an e-mail account, Internet access, and the appropriate County network access for the new employee.
2. Procedure. Department supervisors or managers will provide a copy of this policy and the Electronic Media Agreement and Application Form to new employees on, and possibly before, their first day of employment.

2.68.480 Job Abandonment

An employee is deemed to have resigned if the employee is absent for three (3) consecutive work days without prior authorization and without notification during the period of absence. Employees separated from employment for job abandonment may be reinstated with such charge removed from the employee’s record upon presentation of acceptable justification for the absence. Said request for reinstatement must be made in writing to the Department Head within 30 days of the effective date of separation. A justified absence may include such occurrences as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. Employees have no right of appeal if deemed to have resigned as a result of job abandonment.

2.68.490 Disciplinary Action – General

Employees of the County who have obtained permanent or regular status may only be disciplined for cause.

2.68.500 Disciplinary Action - Authority

The Department Head, appointing authority or County Administrative Officer may demote, suspend, or discharge permanent employees. Managers and supervisors as well as the Department Head, appointing authority or the County Administrative Officer may provide written or oral reprimands.

2.68.510 Disciplinary Action - Types

- A. There are no rigid rules which specify the degree of disciplinary action which is appropriate for specific misconduct or performance deficiency. There is no requirement that discipline be “progressive,” and the County reserves its right to not follow progressive discipline. Progressive discipline is to be used to assist employees in improving their performance. It is not to be considered a bar or prior condition to suspension, demotion, or

termination. While termination for unsatisfactory conduct and certain types of misconduct will often be preceded by oral reprimand, written reprimand, or suspension, Mono County reserves the right to proceed to any level of discipline, including termination when such action is deemed appropriate. The facts and circumstances of the specific act, misconduct or performance deficiency, together with the employee's performance history, and the harm to public service, will be reviewed to determine the appropriate level of disciplinary action to be imposed. In general, this policy contemplates a two-tier approach when determining the level of appropriate discipline. Examples of this policy include, but are not limited to, the following:

1. The types of misconduct and poor performance that will usually result in an oral reprimand or written reprimand include limited incidents of tardiness and poor performance, minor acts of neglect of duty, incompetence, insubordination, and violations of rules or policies that will be corrected by a reasonable level of discipline and supervision.
2. The types of misconduct and poor performance that will usually result in suspension or termination will include any instance of violence, harassment, discrimination, theft, violation of a felony or any crime of moral turpitude, repeated poor performance or misconduct following any written reprimand, performance violation, performance improvement plan or corrective action plan, repeated acts of insubordination, neglect of duty, incompetence, or violation of any rule, law, or policy that may cause a risk or harm to any person.

B. Set forth below are the types of disciplinary action that can be imposed:

1. Oral Reprimand. Oral reprimand is the least formal action. It is administered by the employee's immediate supervisor or Department Head. This action is not noted in an employee's personnel file. There is no requirement to issue an oral reprimand before proceeding to any other appropriate level of discipline. Nothing shall prevent an oral reprimand to be changed to a written reprimand if, upon reflection or discussion with the Department Head, the supervisor determines that a written reprimand is the appropriate form of discipline.
2. Written Reprimand. The written reprimand is prepared by the employee's immediate supervisor or Department Head and explicitly describes the problem and possible solution. A copy of the written reprimand is filed in the employee's personnel file. There is no requirement to issue a written reprimand before proceeding to any other appropriate level of discipline.
3. Suspension. With the approval of the Department Head, an employee may be separated from service for one working day or more. Suspensions require County Counsel and Human Resource Director review and County Administrative Officer approval. There is no requirement to issue a suspension before proceeding to any other appropriate level of discipline.
4. Demotion. An involuntary reduction in status from one classification to another classification having a lower salary range. A demotion requires County Counsel and Human Resource Director review and approval of the County Administrative Officer.

5. Discharge. Discharge is an involuntary separation from employment of an employee for cause. Discharge requires County Counsel and Human Resource Director review and approval of the County Administrative Officer.

2.68.520 Disciplinary Action - Grounds

- A. The maintenance of permanent status by an employee requires appropriate behavior and efficient and effective service. Employees are expected to observe and maintain certain standards of job performance and conduct. When job performance and conduct does not meet Mono County's standards, the employee's Department Head or his or her designee will endeavor, when deemed appropriate in their discretion, to provide employees with a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline, up to and including termination.
- B. Any permanent employee is subject to disciplinary action, including discharge, suspension, reduction in wages, demotion, written reprimand and oral reprimand. Listed below are examples of cause which will be deemed sufficient for such action by the County. These examples are intended to provide employees with fair notice of what is expected of them. It is not possible to provide an exhaustive list of all types of impermissible conduct and performance. Therefore, employees should be aware that conduct not specifically set forth below, but which adversely affects or is otherwise detrimental to the interests of Mono County, other employees, contractors, employees of other public agencies, clients, and members of the public, may also result in disciplinary action, including termination. Grounds for disciplinary action are not limited to the examples enumerated below:
 1. Fraud in securing appointment which shall include, but not be limited to, misrepresentation of any material fact in any written or oral application for work with Mono County; failure to possess any license or certificate necessary to the performance of the duties and functions required by the job for which the person is applying; and failure to possess any special skill or ability that may be required by the position for which the person is applying.
 2. Incompetence or inefficiency in the performance of duty. This is defined to include, but not be limited to, any neglect of duty and/or failure to meet reasonable work performance standards and requirements. The failure to comply with any performance improvement plan, corrective action plan, specific job improvement orders or suggestions set forth in a performance evaluation, or repeated failure to meet reasonable work performance standards, will result in disciplinary action that may include, suspension, demotion, or termination.
 3. Inexcusable neglect of duty. This may include, and not be limited to, unauthorized or excessive time away from the performance of the job duties, lack of attention to job responsibilities, failure to follow appropriate work procedures, and failure to perform duties in a timely manner. Repeated instances of inexcusable neglect of duty can not be tolerated by a public agency and will result in disciplinary action, up to and including termination.
 4. Insubordination. This is defined to include, but not be limited to, the willful failure or refusal to perform a particular duty, function or responsibility required by the position of employment. It may also include the failure to follow the terms and

conditions of a performance improvement plan. Repeated instances of insubordination, whether or not related to the first instance of insubordination, are not acceptable and will result in disciplinary, up to and including termination. Insubordination also includes conduct which insults, demeans, or undermines the authority of a supervisor or manager.

5. Dishonesty which is defined to include, but not be limited to, any unauthorized possession or use of property not belonging to the employee, the making of false statements to a supervisor, Department Head, or investigating authority, committing perjury, falsifying time cards, or any County documents or records, and making any false or deliberately misleading statements during the course of employment or concerning any business of the County.
6. Violation of the County's drug and alcohol policy, and when applicable, violation of Department of Transportation Regulations and/or the Drug-Free Workplace Act of 1988.
7. The conviction of either a misdemeanor or a felony related to the position held will constitute grounds for discipline up to and including dismissal of any employee. The record of conviction will be conclusive evidence of the fact that a conviction occurred. The Human Resources Director may inquire into the circumstances surrounding the commission of the crime in order to support the degree of discipline. A plea or verdict of guilty or a conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
8. Persistent, abusive or discourteous treatment of the members of the general public or fellow employees, including but not limited to, discriminating against, harassing, including sexually harassing, fellow employees or members of the public, and/or interfering with the work performance of others.
9. Political activity during an employee's or officer's working hours, when engaged in official county business, when using County equipment, while in County uniform or in a County vehicle, or in the name of the County.
10. Violation of any County ordinance or lawful department rule, regulation or policy.
11. Willful misuse of County property or causing damage to County property resulting from misuse or negligence.
12. Knowing and malicious publication (orally or in writing) of inaccurate or false information concerning County, its officers or employees, which is of such nature as to bring discredit to the County or its officers and employees.
13. Misrepresenting oneself as a spokesman for the County in such a way as to bring discredit to the County.
14. Working or approving overtime without authorization.
15. Excessive absenteeism, tardiness, or abuse of lunch and other break privileges.

16. Abuse of sick leave.
17. Mental or physical impairment which renders the employee unable to perform the essential functions of the job, with or without reasonable accommodation (if disabled), or presents a significant current risk of substantial harm or threat to the health and/or safety of self or others.
18. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
19. Failure to maintain confidential information.
20. Endangering another employee or member of the public through unsafe practices, engaging in threatening, intimidating, or discriminatory activities, and unlawful or unauthorized possession, brandishing, or use of any dangerous weapon.
21. Any other failure of good behavior or acts which are incompatible with or inimical to, or in any way provides harm to, the public service, brings discredit to the County, or is a violation of the Codes of Conduct provided in these rules under section 268.380.

2.68.530 Disciplinary Action – Effective Date

Disciplinary action becomes final upon issuance of the final notice of the disciplinary action. Before taking action to dismiss, suspend without pay, demote, or cause a reduction in pay or other property interest of employment, specific procedures which provide the employee with procedural due process, must be followed. Any such proposed disciplined must be reviewed by the Human Resource Director or his or her designee, and the County Counsel's office, prior to such action being taken. The CAO may adopt a Skelly Hearing Policy that guides supervisors and managers through this process.

A. Notice of Proposed Action (Skelly Notice).

The appointing authority shall first attempt to cause the Notice of Proposed Action to be personally served on the employee if that is possible. If the circumstances do not allow for hand delivery of the notice, the notice may be mailed by both certified and first-class mail, and five days are to be added to the applicable response time.

The Notice of Proposed Action shall contain the following:

1. The name of the employee and their position.
2. A statement describing the disciplinary action proposed to be taken and the proposed effective date of such action.
3. A statement of the specific charge(s) for the proposed discipline from the grounds for discipline set forth in Section 2.68.520.
4. A clear and concise statement of the reasons for which the proposed disciplinary is being taken, including a statement of the acts or omissions that form the basis of the charges.
5. A statement that the employee may review and request copies of materials upon which the proposed action is based, or a statement that the materials that form the basis of the proposed action are attached to, and incorporated within, the notice.

6. A statement that the employee has the right to respond within seven (7) calendar days to the appointing authority either orally or in writing, and has a right to be represented at the hearing.

B. Employee Response.

The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon application and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) calendar days of service of the Notice of Proposed Discipline, or within the period specified in any written extension, the right to respond is waived and lost.

C. Hearing or Review of Written Response.

1. The purpose of the Skelly Hearing is to provide an opportunity for the employee to be heard. The employee may offer oral or written information that serves to refute factual allegations in the notice of proposed discipline and/or to offer facts or explanation in order to reduce the severity of the proposed discipline.

2. The following guidelines shall apply:

- i. The hearing officer shall be neutral and not directly involved in the decision to initiate the disciplinary action, except where departmental policy requires a specified officer to conduct the hearing.

- ii. The hearing is not a formal evidentiary hearing. The hearing officer may only review those documents which are relevant to the specific proceeding as determined in his or her sole discretion.

- iii. At the beginning of the hearing, the hearing officer shall explain the process and advise the employee that the scope of the hearing is limited to the charges and facts set forth in the Notice of Proposed Discipline and ask the employee if the employee has any questions about what is stated in that Notice, and to present facts in support of their position.

- iv. The employee is allowed to have one representative at the hearing if he or she chooses. This representative may be a union representative or attorney. The presence of other persons may be allowed at the sole discretion of the hearing officer.

- v. The Department may have one representative at the hearing to listen to the proceedings, take notes, and respond to questions from the hearing officer.

- vi. Following the hearing, the hearing officer shall submit a written recommendation, within 10 working days, to the supervisor or Department Head with authority to impose the final discipline. The recommendation, supported by facts, may be to confirm the proposed discipline; to suggest the proposed discipline should be modified or withdrawn; or to suggest that additional investigation may be necessary. Any written materials provided by the employee to the Skelly shall be attached to the recommendation.

D. Notice of Final Disciplinary Action.

Following the receipt of the hearing officer's written report and recommendation, the Supervisor or Department Head shall prepare a written Notice of Final Disciplinary Action. Deviation from the recommendation of the hearing officer should only be done in rare cases and only following review by County Counsel and approval of the County Administrative Officer.

The Notice of Final Disciplinary Action shall contain:

- 1 The name of the employee and their position.
2. A statement describing the disciplinary action to be taken and the effective date of such action.
3. A statement of the specific charge(s) for the discipline from the grounds for discipline set forth in Section 2.68.520.
4. A clear and concise statement of the reasons for which the proposed disciplinary is being taken, including a statement of the acts or omissions that form the basis of the charges. Any relevant facts presented by the employee in response to the proposed action, shall also be included.
5. A statement that the employee has a right to appeal the imposition of discipline to the Personnel Appeals Board within 10 working days of the service of the Notice of Final Disciplinary Action.

E. Leave Pending Employee Response.

Pending response to a Notice of Proposed Action, the appointing authority, for cause specified in writing, may request that the CAO place the employee on temporary leave of absence with pay pending the completion of the hearing process.

2.68.540 Personnel Appeals Board

A Personnel Appeals Board shall hear and determine all appeals from disciplinary proceedings other than oral or written reprimands, which are not subject to appeal, and shall hear grievances as the final step of the grievance process (if reached). The Personnel Appeals Board will consist of a three-member panel drawn from a standing pool of six available members, as described more fully below. The Personnel Appeals Board ("Board") shall designate a Chair of the Board who shall oversee the hearings. The Board may adopt rules and procedures not inconsistent with the provisions of this Chapter. The Clerk of the Board of Supervisors, or the Clerk of the Board of Supervisor's designee, shall serve as the Clerk of the Personnel Appeals Board. Meetings of the Personnel Appeals Board are subject to the Ralph M. Brown Act open meeting requirements.

- A. Appointment. There shall be a six-member pool of available Appeals Board members for each bargaining unit, all of whom shall be current County employees or officials. Nothing shall prevent an individual from being appointed to and serving as an available member in more than one standing pool. Of the six members in a given Appeals Board pool, three members shall be appointed by the Board of Supervisors and three shall be appointed by the employee's bargaining unit. When a particular matter is to come before the Appeals Board, a three-person panel shall be selected from the pool as follows: one member shall be selected by the employee's bargaining unit, one member shall be selected

by the Board of Supervisors, and a coin toss shall be used to determine who selects the final member (either the bargaining unit or the Board of Supervisors).

- B. Term. Each member of an Appeals Board pool shall serve for four years or until his/her successor is appointed and qualified, and any member may be removed at any time during their term without cause by the respective entity who appointed them (either the Board of Supervisors or the bargaining unit). A member may serve multiple terms.
- C. Authority of the Personnel Board. The Board will have the power to examine witnesses under oath, compel their attendance, compel production of evidence, issue subpoenas in the name of the County and deliver subpoenas to current employees and/or provide for service of the subpoenas. The refusal of a person to attend or to testify and answer to a subpoena will subject the person to prosecution in the same manner as set forth by law for failure to appear before the Board of Supervisors in response to subpoena issued by the Board of Supervisors and/or be subject to disciplinary action if the witness is an employee.
- D. Board Deliberations and Determinations. When the Board makes determinations, after required notice and hearing, the Board will have the following powers:
1. To deliberate in closed session.
 2. Upon reaching agreement with respect to a determination requiring findings and conclusions, the Board may direct the party determined as prevailing on a majority of the findings and conclusions to prepare a draft of proposed findings and conclusions, or the Board may draft its own findings and conclusions.
 3. The party (if any) directed by the Board to prepare a draft of proposed findings and conclusions will do so within five (5) working days of such direction and will send a copy of said findings to all parties affected by the decision or their counsel. Any party affected by the decision may within five (5) working days after the proposed findings and conclusions have been served upon them, serve and file objections to the proposed statement of findings and conclusions.
 4. Upon review of the proposed findings and conclusions and objections, the Board will accept, modify, or adopt them as satisfactory to the Board or reject them altogether as unsatisfactory and thereafter direct the party designated to prepare final findings and conclusions pursuant to the Board's instructions.
 5. The decision of the Personnel Appeals Board shall be the final administrative action and not subject to any further appeal.

2.68.550 Personnel Appeals Board – Appeal Procedure

Within ten (10) working days of receipt of a final disciplinary action (other than an oral or written reprimand) an employee desiring to appeal must file, with the Human Resources Director, an answer admitting or denying, in whole or in part, the allegations of the final disciplinary notice. Matters not admitted by the answer shall be deemed denied. The Human Resources Director will stamp on the answer the date of filing and shall (1) place one copy in the clerk's file, (2) send one copy to the appointing authority, (3) send one copy to the County Counsel's office, and (4)

prepare three copies of the answer to be distributed to the three members of the Personnel Board. (Note: the foregoing shall not apply in the case of grievances coming before the Board.)

- A. Scheduling of Hearing. Upon receipt of the request for appeal, the Clerk of the Personnel Appeals Board shall schedule a hearing before the Personnel Appeals Board. Absent a stipulation to the contrary, the appeal hearing shall be set no less than twenty (20) working days and no more than sixty (60) working days from the day of the filing of the appeal. These deadlines are advisory only. Failure to schedule, notice or conduct a hearing within the suggested time periods shall not invalidate the disciplinary action being appealed. All interested parties shall be notified in writing of the day, time and place of the hearing at least fifteen (15) working days prior to the hearing.
- B. Private or Public Hearings. After calling the meeting to order, all hearings shall be private to protect the privacy interest of the employee; provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date or the hearing will be closed.
- C. Right to Representation. Both sides involved in the Personnel Appeals Board Hearing shall have the right to be represented by a party of their choice.
- D. Pre-Hearing Procedure.
 1. Subpoenas. The chair of the Board is authorized (but not required) to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, the Board may issue subpoenas only for good cause. The Human Resources Department will prepare subpoenas for all witnesses however, they will only serve subpoenas on individuals who are currently employed by the County. It will be the responsibility of the employee and the County to submit the names of County employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.
 2. Exhibits and Witnesses Lists. Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Department a list of all witnesses and a list and copy of all exhibits.
 3. Hearing Briefs. Either party may submit a concise hearing brief outlining the factual and legal issues and providing a legal analysis supporting the party's position. Hearing briefs shall be filed with the Clerk of the Board and served on the other party prior to the commencement of the hearing. Hearing briefs are limited to ten (10) pages or less unless otherwise allowed by the Chair of the Personnel Appeals Board.
- E. Record of Proceedings and Costs.
 1. Court Reporter. All disciplinary appeal hearings may, at the discretion of either party or the Personnel Appeals Board, be recorded by a court reporter. Any hearing that does not utilize a court reporter shall be recorded by audio tapes. If a court reporter is requested by either party, that party shall pay the cost of the court

reporter. If both parties request a court reporter, the cost will be split equally. If the Board requests the court reporter, the County will pay the cost of the reporter.

2. Employee Witness Compensation. Employees of the County who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The Board may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify, unless the County agrees to a different arrangement. Time spent by an employee summoned as a witness will count as hours worked.

F. Conduct of the Hearing. The hearing need not be conducted in strict accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.

1. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Consideration shall be given to the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
2. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
3. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
4. Irrelevant and unduly repetitious evidence may be excluded.
5. The Personnel Appeals Board shall determine the relevancy, weight and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
6. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

G. Burden of Proof. In a disciplinary appeal the party employing discipline has the burden of proof by the preponderance of evidence.

H. Request for Continuance. Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated and the Board must find that good cause exists prior to granting a request for continuance.

I. Testimony under Oath. All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will request the witnesses to raise their right hand and respond to the following:

“Do you swear or affirm that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?”

J. Presentation of the Case. With respect to disciplinary appeals, the hearing shall proceed in the following order unless the Personnel Appeals Board for special reason, directs otherwise:

1. The party imposing discipline (department) shall be permitted to make an opening statement.
2. The appealing party (employee) shall be permitted to make an opening statement, or reserve an opening statement until presentation of their case.
3. The party imposing disciplinary action (department) shall produce their evidence.
4. The party appealing from such disciplinary action (employee) may then offer their evidence.
5. The party imposing discipline (department) followed by the appealing party (employee) may offer rebutting evidence.
6. Closing arguments shall be permitted at the discretion of the Personnel Appeals Board. The party imposing discipline (e.g. the party with the burden of proof), shall have the right to go first and to close the hearing by making the last argument. The Board may place a time limit on closing arguments. The Board or the parties may request the submission of written post-hearing briefs. The Board will determine whether to allow the parties to submit written post hearing briefs. The Board may also require that post-hearing briefs be tailored to address specific issues and set a specific maximum number of pages for said briefs.

With respect to grievances, the party who filed the grievance shall present their case first, followed by the department head or other party responding to the grievance. The Board may then allow rebuttals and closing arguments as it deems appropriate.

K. Procedure for the Parties. The party representing the department and the party representing the employee will address their remarks, including objections, to the Chair of the Board. Objections may be ruled upon summarily or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representative shall continue with the presentation of their case.

L. Right to Control Proceedings. While the parties are generally free to present their case in the order that they prefer, the chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses. The Chair shall allow parties to examine their own witnesses or to cross-examine the other party, or the other party's witnesses.

M. Hearing Demeanor and Behavior. All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or members of the Board, and shall conduct themselves with the civility and etiquette appropriate for a legal proceeding. The chair reserves the right to continue the hearing or dismiss disruptive witnesses or counsel.

N. Deliberation Upon the Case. The Board may choose to either deliberate the case in public or adjourn to closed session to deliberate. The Board will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in

reaching their decision. The Board may deliberate at the close of the hearing or at a later fixed date and time.

- O. Written Findings and Recommended Decision. The Board shall render their findings and decision as soon after the conclusion of the hearing as possible. The Board may ask the prevailing party to prepare the findings and submit those findings to the other party. Objections to the findings prepared can be made in writing by the unsuccessful party within a time specified by the Board. A finding must be made by the Board on each material issue.
- P. Judicial Review.
 - 1. Petition for Writ of Mandate. Judicial review of any decision of the Personnel Appeals Board may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if the petition for writ of mandate pursuant to such section is filed within the time limits specified in this section.
 - 2. 90 Days from Final Decision. Pursuant to Code of Civil Procedure Section 1094.6 any such petition shall be filed not later than the ninetieth (90th) day following the date on which the decision becomes final. The decision becomes final on the date it is mailed by first-class mail, postage prepaid, including a copy of the affidavit or certificate of mailing, or as provided pursuant to Code of Civil Procedure Section 1094.6(b).
 - 3. Administrative remedies are deemed exhausted when findings have been issued.

2.68.560 Grievance - Definitions

With respect to the grievance procedure, unless the context indicates otherwise, the terms used are defined as follows:

- A. Grievance. A grievance is a written allegation by a Grievant, submitted as herein specified, claiming violation of the specific expressed terms of a memorandum of understanding or rules or regulations governing the personnel practices or working conditions of employees and for which there is no other specific method of review provided by State or Federal law or by County ordinance or rules.
- B. Grievant. A grievant is an employee in the County Service (probationary or permanent) or group of such employees adversely affected by an act or omission of the County or the majority representative of a bargaining unit.
- C. Immediate Supervisor. The individual who assigns, reviews or directs the work of an employee.
- D. Representative. The person selected by an employee to appear with that employee in the presentation of the employee's grievance.
- E. Superior. The individual to whom an Immediate Supervisor reports.

F. The Grievance Procedure is not to be used for the following:

1. For the purpose of resolving complaints, requests or changes in wages, hours and working conditions.
2. To challenge the results of employee evaluations or performance reviews; provided, however, that an overall evaluation of “unsatisfactory” that does not form the basis of a decision to grant or deny a pay increase (e.g., a step increase) may be grieved to step three of the grievance process and an overall evaluation of “unsatisfactory” that does form the basis of such a decision may be grieved to step four of the grievance process
3. To challenge the decision to re-classify, lay-off, deny reinstatement or deny a step or merit increase to an employee, except to the extent the grievance alleges a violation of a County procedural requirement related to such matters.
4. In cases of oral reprimand, written reprimand, demotion, suspension, or termination.
5. To challenge violation of the law or past practice.
6. To challenge examinations or appointment to positions.
7. To express unhappiness over lawful management decisions, style, etc.

2.68.570 Grievance - General Rules

- A. All parties to a grievance must act in good faith and strive for objectivity. Parties should endeavor to reach a solution at the earliest possible step of the procedure. Filing of a grievance will not result in retaliation.
- B. The aggrieved employee shall have the right to be represented or accompanied by a person of the employee’s choice if the grievance is not resolved at the informal level as provided in step one of the grievance procedure.
- C. The employee and his or her representative will have reasonable time and facilities allocated for the preparation of the employee’s position with respect to the grievance alleged. The time must be reasonable and not excessive.
- D. The timelines in the grievance procedure must be strictly followed. If the grievance is not appealed to the next level within the specified time limit, the grievance shall be considered withdrawn and will not be processed further. If the County fails to process the grievance in a timely manner, the grievance will go automatically to the next step. The parties may extend the timelines by mutual agreement in writing.

- E. Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give reasonable and timely notice to all persons concerned.
- F. When two (2) or more employees have a common grievance, they shall initiate a single group grievance or County may combine common grievances into a single group grievance. The initial hearing of the group grievance shall be by the immediate supervisor, superior or Department Head as determined by the Human Resources Manager.
- G. If the grievance is not resolved at the Department level, it shall be heard by the County Administrative Officer and his/her decision is final.

2.68.580 Grievance - Procedure

- A. Step One. Within five (5) working days of the date the employee knew or should have known of the incident giving rise to the grievance, the employee must discuss the matter informally with the employee's immediate supervisor. If more than five (5) working days elapse from the date the employee knew or should have known of the act or omission giving rise to the incident, the grievance will be rejected and will not be processed further. The employee or the supervisor may seek advice or counsel from superiors or the Department Head.
- B. Step Two. If, within five (5) working days of completion of Step One, a mutually acceptable solution has not been reached at Step One, the employee shall submit the grievance in writing to the Department Head or appointing authority.

In filing a grievance, the employee should set forth the following information:

1. The specific Section of the MOU, rules or regulations allegedly violated.
2. The specific act or omission that gave rise to this alleged violation.
3. The date or dates on which the violation occurred.
4. What documents, witnesses or other evidence supports the grievant's position.
5. The remedy requested.

Within ten (10) working days of receipt of a formal grievance, the Department Head or appointing authority will hold a meeting with the grievant and the grievant's representative. A written decision will be prepared within five (5) working days from the meeting, and shall be served on the employee within ten (10) working days or from the date of the meeting. The parties may agree to an extension of time for the written decision if necessary to perform research or investigation that may result in a resolution of the grievance. Before the issuance of the written decision, the Department Head of appointing authority will review the written decision with the County Counsel and the Human Resources Director.

- C. Step Three. Should an employee be dissatisfied with the decision of the Department Head or appointing authority, said employee, within five (5) working days of the receipt of the decision, may file a written appeal with the County Administrative

Officer. The County Administrative Officer will render a decision within ten (10) working days.

D. Step Four. Should an employee be dissatisfied with the decision of the County Administrative Officer, said employee, within five (5) working days of receipt of the decision may appeal the matter to the Personnel Appeals Board by filing a written notice of appeal with the Human Resources Director. Note that step four is not available in the case of overall evaluations of “unsatisfactory” which do not form the basis of a decision to grant or deny a pay increase. (See above Section 2.68.560(F).)

2.68.590 Grievance - Confidentiality

All grievances will be treated, to the extent possible, as matters requiring confidentiality, and all parties concerned will strive to limit publicity and notoriety surrounding the grievance.

2.68.600 Layoff

- A. Layoff Determination. Whenever in the judgment of the Board of Supervisors it becomes necessary to abolish any position of employment, the employee holding such position of employment may be laid off or demoted without disciplinary action and without the right of appeal.
- B. Notification. Employees to be laid off should be given, whenever possible, at least fourteen (14) calendar days notice. The notice will include the reason for lay off, a list of displacement rights, and the effective date of layoff. Upon notification of layoff, any permanent or probationary employee, upon receiving a layoff notice, may use up to ten (10) days of accrued sick leave to look for other employment. Such leave may be taken upon at least one day’s notice to the employee’s Department Head or supervisor, and leave consisting of two or more days may be taken upon at least two day’s notice.
- C. Process for Lay Off. The Board of Supervisors shall have the sole discretion to determine the number and classification of employees to be laid off in each department. All layoffs shall be made by classification within a department.
- D. Order of Lay Off. Employees shall be laid off in the inverse order of their seniority in their classification in the department. This order may be modified when a Department Head requests, and the CAO determines, that an immediate business necessity requires a variance from this general order. The order shall be as follows:
1. Temporary employees;
 2. Probationary part-time employees;
 3. Probationary full-time employees;
 4. Permanent part-time employees;
 5. Permanent full-time employees.

- E. Seniority. Seniority is based on total continuous permanent employment with the County. Continuous permanent employment is defined as employment with the County without interruption commencing with the employee's hiring date, except for authorized absences or absences to serve in the armed forces of the United States.
- F. Ties. Ties in hiring dates shall be broken by lot.
- G. Displacement. Permanent employees who are designated to be laid off may displace employees in a lower classification within the employee's department provided that the employee exercising the displacement privilege has greater seniority than the incumbent in the class which the employee is bumping, and provided that the employee meets the minimal qualifications for the job. Conditions which affect displacement rights are as follows:
1. The employee exercising the displacement privilege will displace the employee in the lower classification in the inverse order of seniority.
 2. All employees must exercise displacement privileges within five (5) working days after receipt of the notice of lay off, by written notice to the Human Resources Director. The County shall provide an appropriate layoffs list to the affected employee(s). If this choice is not exercised within the specified time, it is automatically forfeited. If an employee exercises their displacement privileges they will receive the salary in that new position in accordance with procedures governing voluntary demotion.
- H. Reemployment. An employee who has been laid off or demoted in lieu of layoff may be reemployed or reinstated as follows:
1. Eligibility for Reemployment Following Layoff. Permanent employees who are laid off, or demoted in lieu of lay-off will be eligible for reemployment in the classification from which they were laid off or demoted, or to a related classification with similar or lesser qualifications, if a vacancy in the classification occurs within two years of the date of layoff or demotion. If an employee declines an offer of reemployment two (2) times, the employee's name will be taken off the reemployment list.
 2. Process. Each permanent employee who has been laid off or demoted in lieu of lay off will be placed on a reemployment list by classification in the reverse order of layoff. As a vacancy occurs in the classification or related classification, the Human Resources Director will offer reemployment to the top person on the reemployment list. The employee shall have five days to respond to the offer.
 3. Status, Salary, Benefits, and Seniority Upon Reemployment. Permanent employees who are reemployed following a layoff will be placed on the salary range and step last held. If the employee is reemployed within one year the employee will be treated as if they had been on an unpaid leave of absence. Permanent employees who are reemployed after one year shall accrue benefits as if they are new employees. Any unused and unpaid sick leave shall be reinstated upon reemployment.

2.68.610 Personnel Records

- A. General. The County maintains a personnel file on each employee. An employee's personnel file should contain only material that is necessary and relevant to the administration of the County's personnel program. Personnel files are the property of the County and access to the information they contain is restricted.
- B. Notifying County of Changes in Personnel Information. Each employee is responsible to promptly notify the Manager of Human Resources and Department Head of any changes in relevant personnel information including:
1. Legal Mailing address, residence address if different from mailing address, and email address if any;
 2. Telephone and Cellular number, if any;
 3. Persons to be contacted in case of emergency; and,
 4. Number and names of dependants.
- C. Medical Information.
1. Separate Confidential Files. All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with the American with Disabilities Act, the California Fair Employment and Housing Act and the California Confidentiality of Medical Information Act, and any other enacted federal or state laws.
 2. Information in Medical Files. The County will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality in Medical Information Act and the Health Insurance Portability and Accountability Act. To enable the County to obtain certain medical information, the employee or the applicant may need to sign an Authorization for Release of Employee Medical Information.
 3. Access to Medical Information. Access to employee or applicant medical information will be strictly limited to only those with a legitimate need to have such information for County business reasons. In the case of an employee with a disability, Managers, Supervisors, Department Heads, Risk Management, and Human Resources may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations, but may not be provided information about the medical condition unless authorized by state and federal law.
- D. References and Release of Information in Personnel Files.
1. Public Information. Upon request, the County will release to the public information about its employees to the extent required by the Public Records Act. The County will not disclose personnel information that it considers would constitute an unwarranted invasion of personal privacy.

2. Reference Checks. All requests from outside the County for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Director. Information will be released only if the employee signs an Authorization for Release of Employment Information on the form provided by the Human Resources Director. Without such authorization, the following limited information will be provided:
 - a. Date of employment;
 - b. Date of departure,
 - c. Job Classification upon departure, and,
 - d. Salary upon departure.

Managers and Supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Human Resources Director.

E. Employee Access to Personnel File.

1. Inspection of File. An employee may inspect his or her own personnel file at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Department Head or Human Resources Director to arrange an appointment. The review must be done in the presence of an employee who maintains the personnel file.
2. Copies. Upon request an employee is entitled to receive a copy of any employment - related document he or she has signed. An employee who wishes to receive such a copy should contact the Department Head or Human Resources Director.

2.68.620 Travel

The County shall establish and maintain a consistent travel policy for out-of-County travel applicable to all employees, management, and elected officials. The Director of Finance shall be responsible for timely travel reimbursement in accordance with the established policy. It is the responsibility of the Human Resources Department to maintain current documents regarding the travel policy.

2.68.630 Travel Authorization

- A. A completed travel request form shall be submitted to the County Administrative Office for all out-of-County travel requiring overnight accommodations. Department Heads may authorize travel for their respective employees in cases involving in-County and out-of-County travel not requiring overnight accommodations. Out-of-County travel is defined as travel outside of the geographic borders of Mono County and the contiguous northern territory of Inyo County bounded to the south by, and encompassing, the Bishop region.
- B. A completed travel request form shall be submitted to the County Administrative Officer as far in advance as possible of the anticipated date of the travel, but in no case less than seven days prior to the anticipated travel. All out-of-County travel requests shall initially

be approved by the employee's Department Head or designee. Final approval shall be obtained from the County Administrative Officer, who may approve, deny or modify all proposed travel requests. Travel outside the states of California and Nevada must also be approved by the Board of Supervisors.

- C. If an emergency condition exists requiring the authorization of travel, a Department Head shall immediately notify the County Administrative Officer. If the County Administrative Officer is not available to authorize travel, the Department Head may authorize such travel, provided notification is given to the County Administrative Officer on the next available workday.
- D. Travel in County vehicles by persons other than County employees, clients, and contractors is not permitted unless specifically approved by the County Administrative Officer and Risk Manager in advance in writing.

2.68.640 Travel Reimbursement

- A. Unless otherwise specifically stated or provided by law, mileage reimbursement for authorized in-County and out-of-County travel where an employee uses his or her personal vehicle shall be at the current IRS rate. However, an employee who receives an automobile allowance shall not be reimbursed for any in-County mileage.
- B. Each County department is responsible for keeping travel and lodging costs within their individual travel budgets. Out-of-County travel involving overnight lodging shall be reimbursed for actual, reasonable and necessary lodging costs, in accordance with standard costs generally charged in the city or county visited. The lodging reimbursement is subject to approval by the Department Head and the Director of Finance.

Detailed justification must be provided when lodging reimbursement exceeding \$200 per night is being requested. After review, the Director of Finance may disapprove all or any portion of this request if he/she determines it to be unreasonable.

To be eligible for the lodging allowance, the employee must be authorized to travel to the designated area and must furnish a commercial lodging receipt for the day(s) of travel which indicates the location and cost of the lodging.

- C. Meal reimbursement rates and a meal reimbursement policy will be established by the Board of Supervisors and may be periodically adjusted, up or down, by the Board of Supervisors and/or pursuant to a specific Memorandum of Understanding.
- D. There shall be no reimbursement for in-County meals except under the following conditions and circumstances:
 - 1. Whenever an employee is temporarily assigned to an in-County job site and that assignment would require the employee to remain at the job site overnight.
 - 2. When a Department Head or designated representative is required to attend a County-related function which includes a meal as part of the function.

- E. The following expenses may be claimed for reimbursement if incurred in the performance of county business:
 - 1. Registration fees;
 - 2. Parking fees;
 - 3. Ferry or bridge tolls;
 - 4. Bus or taxi fares.

- F. The following expenses will not be reimbursed:
 - 1. Gratuities, with the exception of customary and usual gratuities associated with restaurant meals in an amount not to exceed 15% of the total meal cost prior to adding the gratuity, excluding any alcohol, provided that the gratuity is documented in a manner acceptable to the Finance Director;
 - 2. Personal services such as dry cleaning or laundry;
 - 3. Valet parking unless no self-parking is available;
 - 4. Room service charges;
 - 5. Alcoholic beverages.

2.68.650 Travel Advance

- A. Department Heads are expected to provide employees with County credit cards in lieu of travel advances, and travel advances should be granted only when there is insufficient time to obtain a credit card.
- B. Employees requesting a travel advance must submit the travel request form at least ten days prior to the anticipated travel.
- C. Travel advance requests may include advance payment for registration, lodging, meals and/or transportation and shall not be granted in an amount less than fifty dollars.
- D. Employees receiving a travel advance must file a reconciliation claim with the Director of Finance for their travel within thirty (30) days of their return from the trip.

2.68.660 Travel Claim Procedure

- A. Claims for expenses while traveling on official business must be submitted to the Director of Finance within thirty (30) days of the completion of the travel.
- B. Claims must include the following:
 - 1. A statement of the purpose for the trip and a copy of the agenda for conferences;

2. The date and time the employee departed and the date and time the employee returned;
3. An itemized list of expenditures with corresponding receipts with the exception of meals in cases where the meal allowance is claimed as the reimbursement;
4. When a personal vehicle is used, a Map Quest statement of the round trip mileage.

2.68.670 Employer/Employee Relations Policy

- A. Statement of Purpose. This policy implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations between the County and its employee organizations. Nothing contained herein shall be deemed to supersede the provisions of state law, ordinances, resolutions and rules which establish and regulate the merit and civil service system, or which provide for other methods of administering employer-employee relations. This policy is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees, employee organizations and the County.

It is the purpose of this policy to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive County rights with respect to matters of general legislative or managerial policy, which include among others: the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

- B. Definitions. As used in this Resolution, the following terms shall have the meanings indicated:
1. Appropriate unit - a unit of employee classes or positions, established as set forth herein.
 2. County - County of Mono, and, where appropriate refers to the Board of Supervisors or any duly authorized County representative.

3. Confidential Employee - means an employee who, in the course of his or her duties, has access to confidential information relating to the County's administration of employer-employee relations.
4. Consult/Consultation in Good Faith - to communicate orally or in writing with all affected employee organizations, whether exclusively recognized or not, for the purpose of presenting and obtaining views or advising of proposed actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposals with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to the impasse process.
5. Day - calendar day unless expressly stated otherwise.
6. Employee Relations Officer- the County Administrative Officer or his/her duly authorized representative, usually the Human Resources Director.
7. Exclusively Recognized Employee Organization - an employee organization which has been formally acknowledged by the County as the sole employee organization representing the employees in an appropriate representation unit, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.
8. Impasse - means that the representatives of the County and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
9. Management Employee - an employee having responsibility for formulating, administering or managing the implementation of County policies and programs.
10. Proof of Employee Support - (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of a petition.
11. Supervisory Employee - any employee having authority, in the interest of the County, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the

foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

C. Filing of Recognition Petition by Employee Organization. An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

1. Name and address of the employee organization.
2. Names and titles of its officers.
3. Names of employee organization representatives who are authorized to speak on behalf of the organization.
4. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the County.
5. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.
6. A copy of the employee organization's constitution and bylaws.
7. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
8. A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, sexual orientation, mental or physical disability or medical condition.
9. The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.
10. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the County. Such written proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.
11. A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

D. County Response to Recognition Petition.

Upon receipt of the Petition, the Employee Relations Officer shall determine whether:

1. There has been compliance with the requirements of the Recognition Petition, and
2. The proposed representation unit is an appropriate unit.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she will so inform the petitioning employee organization, give written notice of such request for recognition to the employees in the unit and take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization and, if the determination thereafter remains unchanged, will inform that organization of the reasons therefore in writing.

The petitioning employee organization may appeal such determination in accordance with Section L of this policy.

- E. Open Period for Filing Challenging Petition. Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section C. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit petitioning employee organizations will be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with this policy as set forth in Section H. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Section L.
- F. Granting Recognition Without an Election. If the proof of support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusive Recognized Employee Organization for the designated unit.
- G. Election Procedure. The Employee Relations Officer will arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this policy will

be included on the ballot. The ballot will also reserve to employees the choice of representing themselves individually in their employment relations with the County. Employees entitled to vote in such election will be employees within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the County in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the County and by each employee organization appearing on the ballot.

- H. Procedure for Decertification of Exclusively Recognized Employee Organization. A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:
1. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
 2. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
 3. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
 4. Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon

disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation and information required under paragraph of this Section H, and otherwise conforms to the requirements of Section C.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article II. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section L. If the determination of the Employee Relations Officer is in the affirmative, or if a negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section G.

During the "open period" specified in the first paragraph of this Section, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event any other employee organization may within fifteen (15) days of such notice file a Recognition Petition in accordance with this Section, which the Employee Relations Officer shall act on in accordance with this Section.

If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

I. Policy and Standards for Determination of Appropriate Units. The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the County and its compatibility with the primary responsibility of the County and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
2. History of representation in the County and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.

3. Consistency with the organizational patterns of the County.
4. Effect of differing legally mandated impasse resolution procedures.
5. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
6. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classifications among two or more units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in Section B of this policy, are determining factors in establishing appropriate units hereunder, and therefore managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization which represents other employees.

Peace Officers may be required to be represented in separate units composed solely of such Peace Officers. These units shall not be represented by an organization that, directly or indirectly, is subordinate to any other employee organization which includes non-peace officers.

The Employee Relations Officer will, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section. The decision of the Employee Relations Officer will be final.

- J. Procedure for Modification of Established Appropriate Units. Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Section H. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Section C will contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set herein. The Employee Relations Officer shall process such petitions as other Recognition Petitions.

The Employee Relations Officer may by his/her own motion propose that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Section I, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section L of this Article. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section C.

- K. Procedure for Processing Severance Requests. An employee organization may file a request to become the recognized employee organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another recognized employee organization. The timing, form and processing of such request shall be as specified in Section J for modification requests.

- L. Appeals. An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition under Section C, Challenging Petition under Section E, Decertification Petition under Section H, Unit Modification Petition under Section J, or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition under Section H has not been filed in compliance with this policy may, within ten (10) calendar days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the Board of Supervisors for final decision within fifteen (15) calendar days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

An appeal to the Board of Supervisors shall be filed with the Clerk of the Board, and a copy thereof served on the Human Resources Director and the Employee Relations Officer. The Board of Supervisors shall commence to consider the matter within thirty (30) calendar days of the filing of the appeal. The Board may, in its discretion, refer the dispute to a third party hearing process. Any decision of the Board of Supervisors on the use of such procedure, and/or any decision of the Board determining the substance of the dispute, shall be final and binding.

- M. Submission of Current Information by Recognized Employee Organizations. All changes in the information filed with the County by an Exclusively Recognized Employee Organization set forth in its Recognition Petition under Section C of this Section shall be submitted in writing to the Employee Relations Officer within fourteen (14) calendar days of such change.

- N. Employee Organization Activities -- Use of County Resources. Access to County work locations and the use of County paid time, facilities, equipment and other resources by employee organizations and those representing them shall be: (1) authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures; (2) limited to lawful activities consistent with the provisions of this Section that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections; and, (3) shall not interfere with the efficiency, safety and security of County operations.

- O. Administrative Rules and Procedures. The County Administrative Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this policy after consultation with affected employee organizations.

- P. Initiation of Impasse Procedures. If the meet and confer process has reached impasse as defined in Section B.8 of this policy, either party may initiate the impasse procedures by

filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

1. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
2. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

Q. Impasse Procedures.

Impasse procedures are as follows:

1. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.
2. If the parties fail to agree to submit the dispute to mediation or fail to agree on the selection of a mediator, or fail to resolve the dispute through mediation within fifteen (15) days after the mediator commenced meeting with the parties, the parties may agree to submit the impasse to fact-finding.
3. If the parties agree on fact-finding, they may agree on the appointment of one or more fact-finders. If they fail to so agree on one or more fact-finders, a fact-finding panel of three (3) shall be appointed in the following manner: One member of the panel shall be appointed by the Employee Relations Officer, one member shall be appointed by the Exclusively Recognized Employee Organization, and those two shall name a third, who shall be the chairperson. If they are unable to agree upon a third, they shall select by agreement the third member from one or more lists of seven (7) names of individuals having fact-finding experience in the municipal sector to be provided by the California State Mediation and Conciliation Service.
4. The following constitute the jurisdictional and procedural requirements for fact-finding:
 - a. The fact-finders shall consider and be guided by applicable federal and state laws.
 - b. Subject to the stipulations of the parties, the fact-finders shall determine and apply the following measures and criteria in arriving at their findings and recommendations:
 - (1) First, as relevant to the issues in dispute, the fact-finders shall compare the total compensation, hours and conditions of employment of the employees involved in the fact-finding proceeding with the total compensation, hours and conditions of employment of other employees performing similar services in public and private employment in the same and comparable communities. "Total compensation" shall mean all wage

compensation, including but not limited to premium, incentive, standby, out-of-class and deferred pay; all paid leave time; all allowances, including but not limited to educational and uniform benefits; and employer payments for all health, welfare and pension benefits.

- (2) The fact-finders shall then adjust the results of the above comparisons based on the following factors:

The compensation necessary to recruit and retain qualified personnel.

Maintaining compensation relationships between job classifications and positions within the County.

The pattern of change that has occurred in the total compensation of the employees in the unit at impasse as compared to the pattern of change in the average "consumer price index" for goods and services, and the pattern of change in wages and compensation of other wage earners.

- (3) The fact-finder(s) shall then determine preliminary recommendations based on the comparisons as adjusted above which, however, shall be reduced as appropriate based on the financial resources of the County to implement them. In assessing the County's financial resources, the fact-finder(s) shall be bound by the following:

Other legislatively determined and projected demands on agency resources, i.e., budgetary priorities as established by the governing body; and

Allowance for equitable compensation increases for other employees and employee groups for the corresponding fiscal period(s); and

Revenue projections not to exceed currently authorized tax and fee rates for the relevant fiscal year(s); and

Assurance of sufficient and sound budgetary reserves; and

Constitutional, statutory (and charter) limitations on the level and use of revenues and expenditures.

- c. The fact-finders shall make written findings of fact, and advisory recommendations for the resolution of the issues in dispute, which shall be presented in terms of the criteria, adjustments, and limitations specified above. Any member of a fact-finding panel shall be accorded the right to file dissenting written findings of fact and recommendations. The fact-finder or chairperson of the fact-finding panel shall serve such findings and

recommendations on the Employee Relations Officer and the designated representative of the Exclusively Recognized Employee Organization.

5. If these parties have not resolved the impasse within ten (10) calendar days after service of the findings and recommendations upon them, the fact-finder or the chairperson of the fact-finding panel shall make them public by submitting them to the Human Resources Director for consideration by the Board of Supervisors in connection with the Board's legislative consideration of the impasse.
 6. If the parties did not agree on mediation or the selection of a mediator and did not agree on fact-finding, or having so agreed, the impasse has not been resolved, the Board of Supervisors may take such action regarding the impasse as it in its discretion deems appropriate as in the public interest. Any legislative action by the Board on the impasse shall be final and binding.
- R. Costs of Impasse Procedures. The cost for the services of a mediator and fact-finder or chairperson of a fact-finding panel utilized by the parties, and other mutually incurred costs of mediation and fact-finding, shall be borne equally by the County and Exclusively Recognized Employee Organization. The cost for a fact-finding panel member selected by each party, and other separately incurred costs, shall be borne by such party.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

Departments: Board of Supervisors, Public Works

TIME REQUIRED

SUBJECT Resolution for Road Closure for the
Town of Mammoth Lakes 4th of July
Celebration

**PERSONS
APPEARING
BEFORE THE
BOARD**

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 temporary closure of county roads for the town of Mammoth Lakes Fourth of July Fireworks Celebration. This item is being requested by Supervisor Stump.

RECOMMENDED ACTION:

Approve Resolution #R15-_____, authorizing the temporary closure of county roads for the town of Mammoth Lakes Fourth of July Fireworks Celebration.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [ML 4th of July Road Closure staff report](#)
- [ML 4th road closure resolution](#)
- [TOML Press Release Re 4th Road Closure](#)

History

Time	Who	Approval
5/26/2015 4:12 PM	County Administrative Office	Yes
6/2/2015 10:43 AM	County Counsel	Yes
5/28/2015 5:16 PM	Finance	Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Bob Musil, Clerk of the Board

To: Honorable Board of Supervisors

From: Shannon Kendall, Assistant Clerk of the Board

Date: June 9, 2015

Subject

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

Recommendation

Approve Resolution #R15-_____, authorizing the temporary closure of county roads for the town of Mammoth Lakes Fourth of July Fireworks Celebration.

Discussion

The Town of Mammoth Lakes is looking for a Resolution of the Mono County Board of Supervisors authorizing the temporary closure of county roads for the town of Mammoth Lakes Fourth of July Fireworks Celebration. This road closure will be to support traffic control at the 203/395 turn off for people returning to Mammoth from the Crowley Lake Fireworks. This item was requested by Supervisor Stump.

Fiscal Impact

None.



RESOLUTION NO. R15-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE TEMPORARY CLOSURE OF COUNTY ROADS
FOR THE TOWN OF MAMMOTH LAKES FOURTH OF JULY FIREWORKS
CELEBRATION**

WHEREAS, the Town of Mammoth Lakes has requested the temporary closure and use of certain County roads for the purpose of providing the Town of Mammoth Lakes Fourth of July Fireworks Spectacular at Crowley Lake; and

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

WHEREAS, through the years The Town of Mammoth Lakes annual Fourth of July celebration at Crowley Lake has resulted in substantial benefits to the residents and businesses of Mono County and visitors to the County;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County roads shall be temporarily closed and the use thereof granted to the Town of Mammoth Lakes for its Fourth of July Fireworks Spectacular at Crowley Lake, at times and dates listed below:

1. Sherwin Creek Road, with access from the junction of Hwy 395 northbound to the junction of Substation Road (the "old highway") from 9:00 p.m. Saturday, July 4 2015 until 11:00 p.m. Saturday, July 4, 2015."

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to work with representatives from the California Department of Transportation and the Town of Mammoth Lakes, to effectuate said road closure.

APPROVED AND ADOPTED this 9th day of June, 2015, by the following vote of the Board of Supervisors, County of Mono:

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AYES :
NOES :
ABSENT :
ABSTAIN :

Timothy E. Fesko, Chairman
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Clerk of the Board

Marshall Rudolph
County Counsel



**Town of Mammoth Lakes
Recreation Department**
P.O. Box 1609
Mammoth Lakes, CA, 93546
Ph: (760) 934-8989 ext. 222
Fax: (760) 934-8608

FOR IMMEDIATE RELEASE

Date: **Monday, May 11, 2015**
Contact: Stuart Brown, Recreation Manager & Public Information Officer
Phone: (760) 934-8989 ext. 210
Email: sbrown@townofmammothlakes.ca.gov
Website: www.townofmammothlakes.ca.gov

TOWN OF MAMMOTH LAKES TO HOST THE 2015 FOURTH OF JULY FIREWORKS SPECTACULAR AT CROWLEY LAKE

Mammoth Lakes, CA - The Town of Mammoth Lakes in partnership with Crowley Lake Fish Camp is proud to once again host the annual Fourth of July Fireworks Spectacular at Crowley Lake. The Independence Day fireworks show promises to be a bright and striking display of color in the Eastern Sierra night sky. This year's "Sky Concert" will propel over 737 shells into the Eastern Sierra sky for a mesmerizing 20 minutes beginning at approximately 9:15 p.m. (weather permitting). Funding for this year's Fourth of July show was generously donated by individual community members and business owners, second homeowners, L.D.C. and from the Town's general fund.

Since incorporating in 1984, the Town of Mammoth Lakes has been celebrating Independence Day with a spectacular fireworks show. The Town contracts *Pyro Spectaculars by Souza* to light up the sky above Crowley Lake. *Souza* is well known for doing some of the largest and most spectacular fireworks displays in the world.

Admission to the Fourth of July Fireworks Show is once again only \$25.00 per car, RV, or truck (excludes camping), and \$5.00 per individual/bike (walking/riding).

Prior to the spectacular fireworks show, kick back on the Crowley Lake Fish Camp lawn and enjoy live music playing from 5:00 – 8:30 p.m. The new Crowley Lake Fish Camp restaurant: Pelican Point Grill will be serving BBQ and Holiday specials including cold beverages from Noon - 8:30 p.m.

--MORE--

TOWN OF MAMMOTH LAKES TO HOST THE 2015 FOURTH OF JULY FIREWORKS SPECTACULAR AT CROWLEY LAKE

Contact: Stuart Brown, Recreation Manager & Public Information Officer – (760) 934-8989 ext. 210

Camp permitting at Crowley Lake Fish Camp for the Fourth of July begins Thursday, July 2, 2015 and ends Monday July 6, 2015. The entire lake shore at the South Landing of Crowley Lake is open for camping, and the fee is \$125 per vehicle including the fireworks show for the 5-days. The North Landing/North Shore of Crowley Lake will be closed beginning at 12:00 p.m. on Thursday, July 2, 2015, thru 12:00 p.m. Monday, July 6, 2015.

To ensure a safe holiday experience for everyone, please observe the following:

- No personal fireworks are permitted within Mono County, including the Inyo National Forest (INF), and Bureau of Land Management (BLM) lands. Be smart; leave the fireworks to the professionals!
- Due to **EXTREME FIRE DANGER**, the Mammoth Lakes Fire Protection District, Long Valley Fire Department, Mammoth Lakes Police Department, California Highway Patrol and Mono County Sheriff will enforce a **“zero tolerance”** policy with respect to the possession and use of fireworks. Fireworks violations will be strictly enforced.
- Please obey road closure and no parking signs. Parking is NOT permitted along Highway 395 or Crowley Lake Drive at any time. Do not park in fire lanes.
- The Mono County Sheriff’s Office will be patrolling on Crowley Lake during the fireworks show. Do not boat within 100 yards of the fireworks detonation site at Hilton Bay and proper night-time navigation lighting is required.
- Help us keep Mono County clean. Please use designated trash facilities.
- Do not drink and drive. Please use a designated driver or plan to camp at Crowley Lake Fish Camp.

Please enjoy our national holiday in a safe and responsible manner. For more information, please contact the Town of Mammoth Lakes Recreation Department at (760) 934-8989 ext. 222, or visit www.townofmammothlakes.ca.gov.

--END--



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

Departments: Probation

TIME REQUIRED

SUBJECT Adult Drug Court Grant

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Mono County Probation Department seeking Adult Drug Court Discretionary Grant.

RECOMMENDED ACTION:

Approval for the Mono County Probation Department to seek grant funds of \$350,000 for 36 months for the Adult Drug Court Discretionary Grant.

FISCAL IMPACT:

Revenue to the Probation Department of \$350,000 and Expenditures of \$350,000 for Adult Drug Court Discretionary Grant Program.

CONTACT NAME: Karin Humiston

PHONE/EMAIL: 760-932-5570 / 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:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time

Who

Approval

5/26/2015 12:53 PM	County Administrative Office	Yes
6/3/2015 3:31 PM	County Counsel	Yes
5/28/2015 5:17 PM	Finance	Yes



MAILING : P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517
BRIDGEPORT OFFICE (760) 932-5570 • FAX (760) 932-5571
MAMMOTH OFFICE (760) 924
1730 • FAX (760) 924-1731

probation@mono.ca.gov

Stan Eller
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

To: Honorable Board of Supervisors

From: Karin Humiston

Date: May 21, 2015

Subject

Mono County Probation Department seeking Adult Drug Court Discretionary Grant.

Recommendation

Approval for the Mono County Probation Department to seek grant funds of \$350,000 for 36 months for the Adult Drug Court Discretionary Grant.

Discussion

Mono County Probation Department, in conjunction with Mono County Superior Court will build and expand drug court capacity to intervene with substance abusing offenders while preparing citizens for successful community reintegration.

Fiscal Impact

Revenue to the Probation Department of \$350,000 and Expenditures of \$350,000 for Adult Drug Court Discretionary Grant Program.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

Departments: Community Development Department

TIME REQUIRED

SUBJECT Wheeler Crest Design Review
Committee Appointments

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Wheeler Crest Design Review Committee appointments.

RECOMMENDED ACTION:

Reappoint five existing members (Judy Beard, Allison Jensen, Carol Searles, Bill Goodman, and Mike Day) and appoint two new members (Tom Hopkins and Cheryl Hodges) to the Wheeler Crest Design Review Committee for specified terms, as recommended by Supervisor Stump and set forth in the Staff Report.

FISCAL IMPACT:

None.

CONTACT NAME: Courtney Weiche

PHONE/EMAIL: 760-924-1803 / cweiche@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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History

Time

Who

Approval

5/26/2015 4:14 PM	County Administrative Office	Yes
6/3/2015 6:11 PM	County Counsel	Yes
5/28/2015 5:12 PM	Finance	Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

June 9, 2015

To: Honorable Chair and Members of the Board of Supervisors
From: Courtney Weiche, Associate Planner, for Fred Stump, Supervisor
Subject: Wheeler Crest Design Review Committee (WCDRC)

Recommended Action

Re-appoint five existing members and appoint two new members to the Wheeler Crest Design Review Committee, as recommended by Supervisor Stump.

Fiscal Impact

No fiscal impacts are expected.

Membership Update Discussion

Supervisor Stump, District 2, requests Board consideration of the following recommendation for membership / term for the Wheeler Crest Design Review Committee (7 member's total).

Recommended Appointment:

Judy Beard
Allison Jensen
Carol Searls
Bill Goodman
Mike Day
Tom Hopkins
Cheryl Hodges

Term Expires:

02-01-17
02-01-17
02-01-17
02-01-18
02-01-18
02-01-18
02-01-18

If you have any questions regarding this item, please contact Courtney Weiche at 924-1803.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

Departments: Community Development Department

TIME REQUIRED

SUBJECT Long Valley Regional Planning
Advisory Committee Appointments

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Appointment of Long Valley Regional Planning Advisory Committee Members.

RECOMMENDED ACTION:

Consider re- appointment of four members, Hank Brown, Lee Scotese, Ron Day, and Haislip Hayes and two new appointments, Laura Beardsley and Vickie Taton to the Long Valley Regional Planning Advisory Committee as recommended by Supervisor Stump.

FISCAL IMPACT:

None.

CONTACT NAME: Courtney Weiche

PHONE/EMAIL: 760-924-1803 / cweiche@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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History

Time

Who

Approval

5/26/2015 4:12 PM	County Administrative Office	Yes
5/29/2015 10:17 AM	County Counsel	Yes
5/28/2015 5:11 PM	Finance	Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

Board Meeting Date: June 9, 2015 (Consent Item)

To: Honorable Chair and Members of the Board of Supervisors
From: Courtney Weiche, Associate Planner, for Fred Stump, Supervisor
Subject: Appointment of Long Valley Regional Planning Advisory Committee Members

Action Requested

Consider re- appointment of four members, Hank Brown, Lee Scotese, Ron Day, and Haislip Hayes and two new appointments, Laura Beardsley and Vickie Taton to the Long Valley Regional Planning Advisory Committee as recommended by Supervisor Stump.

Fiscal/Mandates Impact

No fiscal impacts are expected.

Current Fiscal Year Budget Projections

No impact is expected on current fiscal year budget projections.

Discussion

Supervisor Stump, District 2, requests Board consideration of his recommendation for membership / term for the Long Valley Regional Planning Advisory Committee (7 members total).

RPAC member recommended for appointment:

Term Expires:

Hank Brown	02-01-17
Lee Scotese	02-01-17
Ron Day	02-01-17
Haislip Hayes	02-01-18
Laura Beardsley	02-01-18
Vickie Taton	02-01-18

If you have any questions regarding this item, please contact Supervisor Stump or Courtney Weiche at 924-1803.

Signed: _____
Courtney Weiche, Associate Planner



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Reappointment of Members to CSA
#5

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Reappointment of County Service Area #5 Board Members.

RECOMMENDED ACTION:

Approve the reappointment of four community members (Steve Noble, Helen Nunn, Marlys Harper, and Benny Romero) to serve on the Board of CSA #5. Helen Nunn and Marlys Harper's terms are to expire December 31, 2016. Steve Noble and Benny Romero's terms are to expire December 31, 2018. This item is sponsored by Supervisor Fesko.

FISCAL IMPACT:

None.

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time

Who

Approval

6/3/2015 2:57 PM	County Administrative Office	Yes
6/3/2015 3:33 PM	County Counsel	Yes
6/4/2015 5:13 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Performance Contract with
Department of Health Care Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract between Mono County Behavioral Health and the California State Department of Health Care Services pertaining to Performance Contract for fiscal year 2015-2016.

RECOMMENDED ACTION:

Approve and authorize the Director of Behavioral Health to sign 2015-16 Performance Contract with the State of California/Department of Healthcare Services and associated Contractor Certification Clauses. Provide any desired direction to staff.

FISCAL IMPACT:

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

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760.924.1740 / rroberts@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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- [Staff Report](#)
- [Contract Cover Page Mono MHP PC 15/16](#)

- [Exhibit A](#)
- [Exhibit B, Mono MHP PC 2015-2016](#)
- [Exhibit C MHP PC 15/16](#)
- [Exhibit D Mono MHP PC 15/16](#)
- [Exhibit E \(1\) Mono MHP PC 15/16](#)
- [Exhibit E MHP PC Attachment 15/16](#)
- [Exhibit 8 Mono MHP PC 15/16](#)

History

Time	Who	Approval
6/3/2015 2:57 PM	County Administrative Office	Yes
6/3/2015 5:47 PM	County Counsel	Yes
6/4/2015 5:12 AM	Finance	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

TO: Mono County Board of Supervisors
FROM: Robin K. Roberts, Behavioral Health Director
DATE: June 2, 2015

SUBJECT:

Approve and authorize the Director of Behavioral Health to sign 2015-16 Performance Contract with the State of California/Department of Healthcare Services and associated Contractor Certification Clauses. Provide any desired direction to staff

DISCUSSION:

This Performance Contract is for the Fiscal Year 2015-2016 Mono County Behavioral Health and the Department of Health Care Services (DHCS) with regard to performance requirements.

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

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

FISCAL IMPACT:

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

SUBMITTED BY:

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

REGISTRATION NUMBER	AGREEMENT NUMBER 15-92105
---------------------	------------------------------

1. This Agreement is entered into between the State Agency and the Contractor named below:
- | | |
|-----------------------------------------------------------|----------------------------------------------|
| STATE AGENCY'S NAME
Department of Health Care Services | (Also known as DHCS, CDHS, DHS or the State) |
| CONTRACTOR'S NAME
Mono County Behavioral Health | (Also referred to as Contractor) |
2. The term of this Agreement is: July 1, 2015
through June 30, 2016
3. The maximum amount of this Agreement is: \$ 0
Zero dollars
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Program Specifications (including Special Terms and Conditions)	13 pages
Exhibit A – Attachment I – Request for Waiver	1 page
Exhibit B – Funds Provision	1 page
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D – Information Confidentiality and Security Requirements	7 pages
Exhibit E – Privacy and Information Security Provisions (including Attachment A)	32 pages
Exhibit E – Attachment B – Information Security Exchange Agreement between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS)	70 pages

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

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

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

Exempt per: W&I Code §14703

Exhibit A
Program Specifications

1. Service Overview

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

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

2. Service Location

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

3. Service Hours

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

4. Project Representatives

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

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

B. Direct all inquiries to:

Exhibit A
Program Specifications

Department of Health Care Services	Contractor's Name
Mental Health Services Division/Program Policy Unit Attention: Dee Taylor 1500 Capitol Avenue, MS 2702 P.O. Box Number 997413 Sacramento, CA, 95899-7413	Attention: Robin Roberts P.O. Box 2619 Mammoth Lakes, CA 93546
Telephone: (916) 552-9536 Fax: (916) 440-7620 Email: Dee.Taylor@dhcs.ca.gov	Telephone: (760) 924-1740 Fax: (760) 924-1741 Email: rroberts@mono.ca.gov

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

5. Services to be Performed

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

A. GENERAL REQUIREMENTS FOR AGREEMENT

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

- 1) W&I section 5651 provides specific assurances, listed below, that must be included in this Agreement. County shall:
 - a. Comply with the expenditure requirements of W&I Section 17608.05,
 - b. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with Section 5000) and Part 1.5 (commencing with Section 5585) of Division 5 of the Welfare and Institution Code,
 - c. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with Section 5700) of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
 - d. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to W&I section 5604.2,
 - e. Comply with all provisions and requirements in law pertaining to patient rights,

Exhibit A
Program Specifications

- f. Comply with all requirements in federal law and regulation pertaining to federally funded mental health programs,
 - g. Provide all data and information set forth in Sections 5610, 5664 and 5845(d)(6) of the Welfare and Institutions Code,
 - h. If the County elects to provide the services described in Chapter 2.5 (commencing with Section 5670) of Division 5 of the Welfare and Institution Code, comply with guidelines established for program initiatives outlined in this chapter, and
 - i. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.
- 2) County shall comply with all data and information submission requirements specified in this Agreement.
- a. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its mental health programs and services, including but not limited to its MHSA programs, PATH grant (if the County receives funds from this grant) or MHBG grant. These federal and State laws include, Title 42, United States Code, sections 290cc-21 through 290cc-35 and 300x through 300x-9, inclusive, W&I sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
 - b. County shall comply with the reporting requirements set forth in Division 1 of Title 9 of the California Code of Regulations (CCR) and any other reporting requirements for which County receives federal or State funding source for mental health programs. County shall submit complete and accurate information to DHCS including, but not limited, to the following:
 - i. Client and Service Information (CSI) System Data (See Subparagraph c of this Paragraph)
 - ii. MHSA Quarterly Progress Reports, as specified in Title 9, CCR, section 3530.20. MHSA Quarterly Progress Reports provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.
 - iii. Full Service Partnership Performance Outcome data, as specified in Title 9, CCR, section 3530.30.
 - iv. Consumer Perception Survey data, as specified in Title 9, CCR, section 3530.40.
 - v. County shall submit the Annual Mental Health Services Act Revenue and Expenditure Report to DHCS and the Mental Health Services Oversight and Accountability Commission (MHSOAC), pursuant to W&I section 5899(a) and Title 9, CCR, section 3510 and DHCS-issued guidelines.
 - c. County shall submit CSI data to DHCS, in accordance with the requirements set forth in the DHCS' CSI Data Dictionary. County shall:

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- i. Report monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
 - ii. Report within 60 calendar days or be in compliance with an approved plan of correction the DHCS's CSI Unit.
 - iii. Make diligent efforts to minimize errors on the CSI error file.
 - iv. Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.
- d. In the event that DHCS or County determines that changes requiring a change in County's or DHCS' obligation must be made relating to either the DHCS' or County's information needs due to federal or state law changes or business requirements, both the DHCS and County agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- e. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report, due to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws regulations and DHCS-issued guidelines.
- f. If applicable to a specific federal or State funding source covered by this Agreement, County shall comply with W&I section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If the health facility does not have specific separate housing arrangements, treatment staff, and treatment programs designed to serve children or adolescents it must request a waiver of this requirement from DHCS as follows:
- i. If this requirement creates an undue hardship on County, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement, to DHCS.
 - ii. DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, it shall comply with the provision of W&I section 5751.7.
 - iii. County shall submit, the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I, including responses to items 1 through 4 and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.

Execution of this Agreement shall not constitute approval of any waiver submitted pursuant to this section.

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

- iv. In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be sent immediately to: Licensing and Certification Section, Program Oversight and Compliance Branch, California Department of Health Care Services, P.O. Box 997413, MS 2703, Sacramento, CA 95899-7413, Phone: (916) 319-0985.
- v. Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Mental Health Director.
- g. If County chooses to participate in the Assisted Outpatient Treatment program (AOT) Demonstration Project Act of 2002 it shall be required to comply with all applicable statutes including, but not limited to, W&I sections 5345 through 5349.5, inclusive. In addition, County shall submit to DHCS any documents that DHCS requests as part of its statutory responsibilities in accordance with DHCS Letter No.: 03-01 dated March 20, 2003.
- h. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31st following the close of the fiscal year in accordance with County's existing or future mental health programs applicable federal and State law. State law includes at least W&I section 5705, applicable regulations and DHCS-issued guidelines. The cost report shall be certified by the mental health director and one of the following: the County mental health departments chief financial officer (or equivalent), and individual who has delegated authority to sign for, and reports directly to the county mental health department's chief financial officer (or equivalent), or the county's auditor-controller (or equivalent) . Data submitted shall be full and complete. The County shall also submit a reconciled cost report certified by the mental health director and the county's auditor-controller as being true and correct, no later than 18 months after the close of the following fiscal year.

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

B. THE MENTAL HEALTH SERVICES ACT PROGRAM

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to W&I section 5890. The MHSA was designed to expand California's public mental health programs and services through funding received by a one percent tax on incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development

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and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the county meets the MHSA and MHS Fund requirements. (W&I section 5651(c).)

2) Issue Resolution Process

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

3) Revenue and Expenditure Report

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

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

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

- a. W&I section 5891 provides that, commencing July 1, 2012, on or before the 15th day of each month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Service Fund, established by County pursuant to W&I section 5892(f), all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.
- b. County shall allocate the monthly Local MHS Fund in accordance with W&I section 5892 as follows :
 - i. Twenty percent of the funds shall be used for prevention and early intervention (PEI) programs in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with Section 5840). The expenditure for PEI may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase.

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- ii. The balance of funds shall be distributed to County's mental health programs for services to persons with severe mental illnesses pursuant to Part 4 of Division 5 of the Welfare and Institutions Code (commencing with Section 5850), for the children's system of care and Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800), for the adult and older adult system of care.
 - iii. Five percent of the total funding for the County's mental health programs established pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with Section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with Section 5850) shall be utilized for innovative programs in accordance with W&I sections 5830, 5847 and 5848.
 - iv. Programs for services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800), and Part 4 of Division 5 of the Welfare & Institutions Code (commencing with Section 5850) may include funds for technological needs and capital facilities, human resource needs, and a prudent reserve to ensure services do not have to be significantly reduced in years in which revenues are below the average of previous years. The total allocation for these purposes shall not exceed 20 percent of the average amount of funds allocated to County for the previous five years.
 - v. Allocations in Subparagraphs i. through iii. above, include funding for annual planning costs pursuant to W&I section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include moneys for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process and for the planning and implementation required for private provider contracts to be significantly expanded to provide additional services.
 - c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (W&I §§ 5813.5(b), 5878.3(a) and 9 CCR 3610(d).
 - d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing state or county funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in W&I section 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (W&I § 5891.)
 - e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or annual update pursuant to W&I section 5847. (W&I § 5892(g).)
- 5) Three-Year Program and Expenditure Plan and Annual Updates:
- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and the Department of Health Care Services (DHCS) within 30 calendar days after adoption. The three-year program and expenditure plan and annual updates shall include all of the following:

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- i. A program for Prevention and Early Intervention (PEI) in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with Section 5840).
 - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with Section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with Section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County.
 - iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800).
 - iv. A program for innovations in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with Section 5830). Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission.
 - v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with Section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with Section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting.
 - vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with Section 5820) and Title 9, CCR, section 3830(b).
 - vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with Section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with Section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with Section 5850), during years in which revenues for the MHS Fund are below recent averages adjusted by changes in the state population and the California Consumer Price Index.
 - viii. Certification by County's mental health director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements.
 - ix. Certification by County's Mental Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA.
- b. County shall include services in the programs described in Subparagraphs 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16

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years old to 25 years old, including the needs of transition age foster youth pursuant to W&I section 5847(c).

- c. County shall prepare expenditure plans for the programs described in Subparagraphs 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan update shall indicate the number of children, adults, and seniors to be served, and the cost per person. (W&I § 5847(e)).
 - d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act funded by the MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the California Mental Health Director's Association. (W&I § 5848(c)). County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.
 - e. County's three-year program and expenditure plan and annual update shall consider ways to provide services that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in state prison or parolees from state prisons. (W&I § 5813.5(f))
- 6) Planning Requirements and Stakeholder Involvement:
- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interest. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and update for review and comment for at least 30 calendar days to representatives of stakeholders interest and any interested party who has requested a copy of the draft plans. (W&I § 5848(a))
 - b. County's mental health board, established pursuant to W&I section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and make recommendations to County's mental health department for amendments. (W&I § 5848(b) and Title 9, CCR, § 3315.)

7) County Requirements for Handling MHSA Funds

- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and

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the interest earned on the investments shall be transferred into the Local MHS Fund. (W&I § 5892(f).)

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

8) Department Compliance Investigations:

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

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

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

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- ii. Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance. (W&I § 5655.)

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

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

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

If County wants to receive PATH funds, it shall submit its RFA responses and required documentation specified in DHCS' Request for Application (RFA). County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

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

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

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

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

If County wants to receive MHBG funds, it shall submit its RFA responses and required documentation specified in DHCS' RFA. County shall complete its RFA responses in

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accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/MHBG.aspx>.

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

E. SPECIAL TERMS AND CONDITIONS

1. Audit and Record Retention

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

- a. County and/or Subcontractor(s) shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this provision.
- b. County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- d. County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - 1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - 2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. County and/or Subcontractor(s) shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

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Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

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

2. Dispute Resolution Process

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

3. Novation

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

Exhibit A, Attachment I
Request for Waiver

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

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

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

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

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

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

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

**Exhibit B
Funds Provision**

1. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to [Mono County Behavioral Health](#) or to furnish any other considerations under this Agreement and [Mono County Behavioral Health](#) shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to [Mono County Behavioral Health](#) to reflect the reduced amount.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: 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.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Exhibit D
Information Confidentiality and Security Requirements

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

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

Exhibit D
Information Confidentiality and Security Requirements

6. The Contractor shall observe the following requirements:

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

1) Personnel Controls

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

2) Technical Security Controls

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

Exhibit D

Information Confidentiality and Security Requirements

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

Exhibit D**Information Confidentiality and Security Requirements**

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

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

3) Audit Controls

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

4) Business Continuity / Disaster Recovery Controls

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

5) Paper Document Controls

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

Exhibit D

Information Confidentiality and Security Requirements

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

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

Discovery and Notification of Breach. Notice to DHCS:

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

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

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

- C. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, the Contractor shall take:
 - 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- D. **Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated “DHCS Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

- E. **Written Report.** The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

- F. **Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

- 7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

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

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

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

EXHIBIT E

PRIVACY AND INFORMATION SECURITY PROVISIONS

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

Exhibit E consists of the following parts:

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

EXHIBIT E-1**HIPAA Business Associate Addendum****1. Recitals.**

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

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

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

2. Definitions.

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

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

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

HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement.

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

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

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

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

with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

C. Prohibited Uses and Disclosures

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

D. Responsibilities of Contractor

Contractor agrees:

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

the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

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

safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

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

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

- a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests

for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

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

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

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

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

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

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the

operating environment; and

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

- d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.
- e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
- f. **Department Contact Information.** To direct communications to the above referenced Department staff,

the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

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

- 13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:

- a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or
 - b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.
- 14) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

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

F. Audits, Inspection and Enforcement

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

G. Termination.

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

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EXHIBIT E-2

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

1. Recitals.

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

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

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

2. Definitions.

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

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

3. Terms of Agreement

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

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

B. Responsibilities of Contractor

Contractor agrees:

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

- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.
- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
 - b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides

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

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

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

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

regulations.

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

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

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

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

10) Designation of Individual Responsible for Security

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

EXHIBIT E-3

Miscellaneous Terms and Conditions

Applicable to Exhibit E

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

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

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

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

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

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

Attachment A
Data Security Requirements

1. Personnel Controls

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

2. Technical Security Controls

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

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

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

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

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

3. **Audit Controls**

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

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

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

5. **Paper Document Controls**

- A. **Supervision of Data.** Department PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Department PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
- E. **Faxing.** Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in

error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

- F. **Mailing.** Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.

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

A. PURPOSE: The purpose of this Information Exchange Agreement ("IEA") is to establish terms, conditions, and safeguards under which SSA will disclose to the State Agency certain information, records, or data (herein "data") to assist the State Agency in administering certain federally funded state-administered benefit programs (including state-funded state supplementary payment programs under Title XVI of the Social Security Act) identified in this IEA. By entering into this IEA, the State Agency agrees to comply with:

- the terms and conditions set forth in the Computer Matching and Privacy Protection Act Agreement ("CMPPA Agreement") attached as **Attachment 1**, governing the State Agency's use of the data disclosed from SSA's Privacy Act System of Records; and
- all other terms and conditions set forth in this IEA.

B. PROGRAMS AND DATA EXCHANGE SYSTEMS: (1) The State Agency will use the data received or accessed from SSA under this IEA for the purpose of administering the federally funded, state-administered programs identified in **Table 1** below. In **Table 1**, the State Agency has identified: (a) each federally funded, state-administered program that it administers; and (b) each SSA data exchange system to which the State Agency needs access in order to administer the identified program. The list of SSA's data exchange systems is attached as **Attachment 2**:

TABLE 1

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



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

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

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



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

TABLE 2

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

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

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



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

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



H. POINTS OF CONTACT:

FOR SSA

San Francisco Regional Office:

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

Systems Issues:

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

FOR STATE AGENCY

Agreement Issues:

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

Data Exchange Issues:

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

Systems Security Issues:

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

Technical Issues:

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

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



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

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

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

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

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


ATTACHMENTS

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



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

SOCIAL SECURITY ADMINISTRATION




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

5/13/05
Date



O. REGIONAL AND STATE AGENCY SIGNATURES:

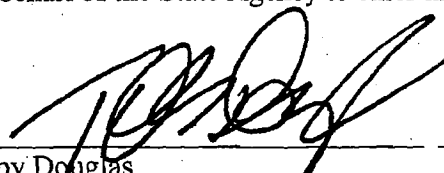
SOCIAL SECURITY ADMINISTRATION
REGION IX


Peter D. Spencer
San Francisco Regional Commissioner

10/26/09
Date

THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

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


Toby Douglas
Chief Deputy Director, Health Care Programs

10/11/09
Date



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

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

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

- General System Security Design and Operating Environment
- System Access Control
- Automated Audit Trail
- Monitoring and Anomaly Detection
- Management Oversight
- Data and Communications Security
- Contractors of Electronic Information Exchange Partners

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

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

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

DEPARTMENT OF HEALTH CARE SERVICES OF CALIFORNIA



Toby Douglas
Director

10/31/14

Date

ATTACHMENT 1

**COMPUTER MATCHING AND PRIVACY
PROTECTION ACT AGREEMENT**

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

I. Purpose and Legal Authority

A. Purpose

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

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

B. Legal Authority

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

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

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

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

II. Scope

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

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

III. Justification and Expected Results

A. Justification

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

B. Expected Results

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

IV. Record Description

A. Systems of Records

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

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

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

B. Data Elements

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

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

C. Number of Records Involved

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

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

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

V. Notice and Opportunity to Contest Procedures

A. Notice to Applicants

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

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

B. Notice to Beneficiaries/Recipients/Annuitants

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

C. Opportunity to Contest

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

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

VI. Records Accuracy Assessment and Verification Procedures

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

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

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

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

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

VII. Disposition and Records Retention of Matched Items

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

VIII. Security Procedures

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

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

IX. Records Usage, Duplication, and Redislosure Restrictions

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

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

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

X. Comptroller General Access

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

XI. Duration, Modification, and Termination of the Agreement

A. Duration

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

B. Modification

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

C. Termination

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

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

XII. Reimbursement

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

XIII. Disclaimer

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

XIV. Points of Contact**A. SSA Point of Contact****Regional Office**

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

B. State Agency Point of Contact

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

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

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

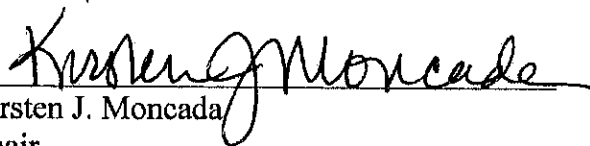
SOCIAL SECURITY ADMINISTRATION

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

6-12-14

Date

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



Kirsten J. Moncada
Chair
SSA Data Integrity Board

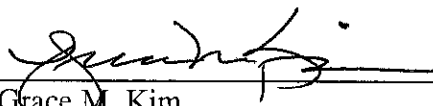
7-2-14

Date

XVI. Authorized Signatures

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

SOCIAL SECURITY ADMINISTRATION

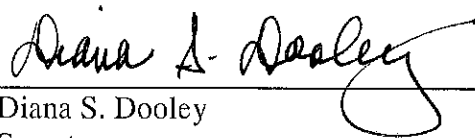


Grace M. Kim
Regional Commissioner
San Francisco

11/6/14

Date

HEALTH AND HUMAN SERVICES AGENCY



Diana S. Dooley
Secretary

October 29, 2014

Date

ATTACHMENT 2

AUTHORIZED DATA EXCHANGE SYSTEM(S)

Authorized Data Exchange System(s)

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

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

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

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

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

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

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

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

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

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

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



ATTACHMENT 3 OMITTED

SENSITIVE DOCUMENT

ATTACHMENT 4

**ELECTRONIC INFORMATION EXCHANGE SECURITY
REQUIREMENTS AND PROCEDURES**

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



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

SENSITIVE DOCUMENT

**VERSION 6.0.2
April 2014**

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RECEIVING ELECTRONIC INFORMATION FROM THE SOCIAL SECURITY ADMINISTRATION

1. Introduction

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

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

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

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

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

2. Electronic Information Exchange Definition

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

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

3. Roles and Responsibilities

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

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

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

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

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

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

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

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

4. General Systems Security Standards



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

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

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

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

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

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

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

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

5. Systems Security Requirements



5.1 Overview



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

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

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

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

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

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

5.2 General System Security Design and Operating Environment

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

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

5.3 System Access Control

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

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

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

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

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

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

5.4 Automated Audit Trail

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

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

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

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

5.5 Personally Identifiable Information (PII)

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

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

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

5.6 Monitoring and Anomaly Detection

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

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

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

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

- **User ID Exception Reports:**

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

- **Inquiry Match Exception Reports:**

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

- **System Error Exception Reports:**

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

- **Inquiry Activity Statistical Reports:**

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

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

5.7 Management Oversight and Quality Assurance



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

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

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

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

5.8 Data and Communications Security

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

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

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

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

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

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

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

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

- **Overwriting**

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

- **Degaussing**

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

- **Physical destruction**

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

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

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

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

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

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

5.9 Incident Reporting

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

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

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

5.10 Security Awareness and Employee Sanctions

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

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

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

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

5.11 Contractors of Electronic Information Exchange Partners



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

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

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

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

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

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

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

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

6. General -- Security Certification and Compliance Review Programs

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

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

6.1 The Security Certification Program

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

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

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

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

more efficient security reviews.

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

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

6.2.1 When the SDP and Risk Assessment are Required

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

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

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

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

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

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

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

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

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

6.3 The Certification Process

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

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

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

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

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

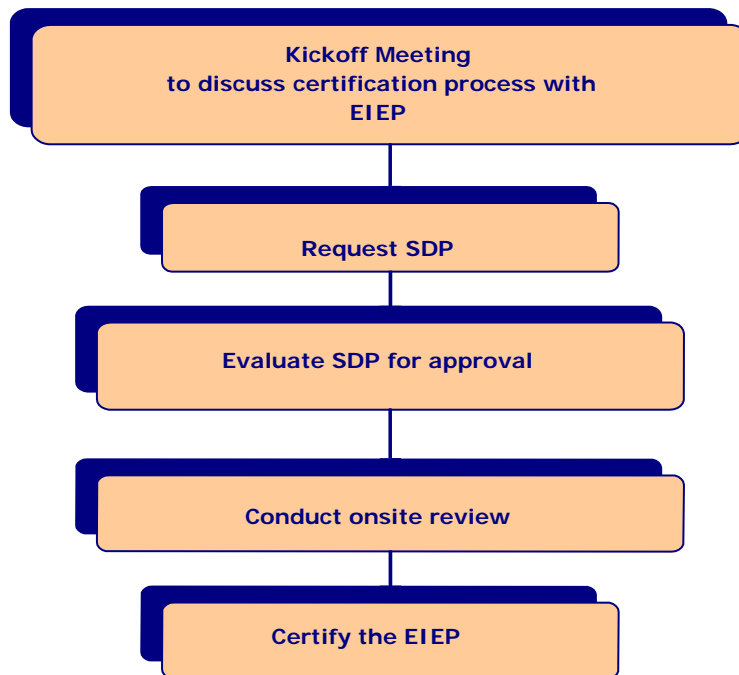
During a certification or compliance review, SSA or a certifier acting on its behalf, may request a demonstration of the EIEP's audit trail system (ATS) and its record retrieval capability. The certifier may request a demonstration of the ATS' capability to track the activity of employees who have the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

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

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

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

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

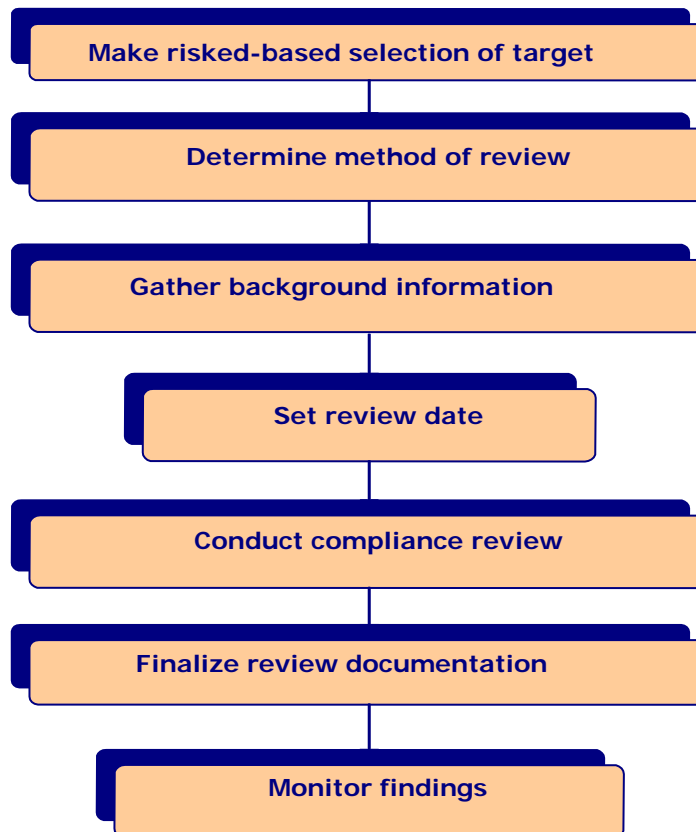


6.5 The Compliance Review Program and Process [🔗](#)

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

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

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



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

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

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

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

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

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

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

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

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

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

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

- **High/Medium Risk Criteria**

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

- **Low Risk Criteria**

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

6.5.1 EIEP Compliance Review Participation

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

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

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

6.5.2 Verification of Audit Samples [↗](#)

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

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

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

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

6.6 Scheduling the Onsite Review [↗](#)

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

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

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

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

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7. Additional Definitions

Back Button:

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

Breach:

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

Browsing:

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

Choke Point:

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

Cloud Computing:

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

Cloud Computing (NIST SP 800-145 Excerpt):

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

Essential Characteristics:

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

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

mobile phones, tablets, laptops, and workstations).

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

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

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

Service Models:

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

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

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

Deployment Models:

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

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

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

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

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

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

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

Cloud Drive:

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

Cloud Audit:

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

Commingling:

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

Degaussing:

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

Dial-up:

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

Function:

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

Hub:

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

ICON:

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

IV & V:

Independent Verification and Validation

Legacy System:

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

Manual Transaction:

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

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

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

Media Sanitization:

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

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

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

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

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

Permission module:

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

Screen Scraping:

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

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

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

Security Breach:

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

Security Incident:

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

Security Violation:

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

Sensitive data:

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

SMDS (Switched Multimegabit Data Service (SMDS):

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

SSA-provided data/information:

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

SSA-provided data/information:

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

SSA data/information:

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

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

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

SSN:

Social Security Number

STC:

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

System-generated transaction:

A transaction automatically triggered by an automated system process.

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

Systems process:

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

Third Party:

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

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

Transaction-driven:

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

Uncontrolled transaction:

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

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8. Regulatory References



Federal Information Processing Standards

(FIPS) Publications Federal Information

Security Management Act of 2002 (FISMA)

Homeland Security Presidential Directive

(HSPD-12)

National Institute of Standards and Technology (NIST) Special Publications

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

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

Office of Management and Budget (OMB) Memo M-06-16, *Protection of Sensitive Agency Information, June 23, 2006*

Office of Management and Budget (OMB) Memo M-07-16, *Memorandum for the Heads of Executive Departments and Agencies May 22, 2007*

Office of Management and Budget (OMB) Memo M-07-17, *Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007*

Privacy Act of 1974

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9. Frequently Asked Questions (Click links for answers or additional information)

1. Q: What is a [breach](#) of data?
A: Refer also to [Security Breach](#), [Security Incident](#), and [Security Violation](#).
2. Q: What is employee [browsing](#)?
A: Requests for or queries of SSA-provided information for purposes not related to the performance of official job duties
3. Q: Okay, so the SDP was submitted. Can the Onsite Review be scheduled now?
A: Refer to [Scheduling the Onsite Review](#).
4. Q: What is a "[Permission Module](#)"?
A: A utility or subprogram within an application, which automatically enforces the relationship of a request for or query of SSA-provided information to an authorized process or transaction before initiating a transaction. For example, if requests for verification of an SSN for issuance of a driver's license happens automatically from within a state driver's license application. The System will not allow a user to request information from SSA unless the EIEP's client system contains a record of the subject individual's SSN.
5. Q: What is meant by [Screen Scraping](#)?
A: Screen scraping is normally associated with the programmatic collection of visual data from a source. Originally, screen scraping referred to the practice of reading text data from a computer display terminal's screen. This involves reading the terminal's memory through its auxiliary port, or by connecting the terminal output port of one computer system to an input port on another. The term screen scraping is synonymous with the term bidirectional exchange of data.

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

More modern screen scraping techniques include capturing the bitmap data from a screen and running it through an optical character reader engine, or in the case of graphical user interface applications, querying the graphical controls by programmatically obtaining references to their underlying programming objects.
6. Q: When does an EIEP have to submit an SDP?
A: Refer to [When the SDP and RA are Required](#).
7. Q: Does an EIEP have to submit an SDP when the agreement is

renewed?

A: The EIEP does not have to submit an SDP **because** the agreement between the EIEP and SSA was renewed. There are, however, circumstances that require an EIEP to submit an SDP. Refer to [When the SDP and RA are Required](#).

8. Q: Is it acceptable to save SSA data with a verified indicator on a (EIEP) workstation if the EIEP uses an encrypted hard drive? If not, what options does the agency have?

A: There is no problem with an EIEP saving SSA-provided information on the encrypted hard drives of computers used to process SSA data if the EIEP retains the information only as provided for in the EIEP's data-sharing agreement with SSA. Refer to [Data and Communications Security](#).

9. Q: Does SSA allow EIEPs to use caching of SSA-provided information on the EIEP's workstations?

A: Caching during processing is not a problem. However, SSA-provided information must clear from the cache when the user exits the application. Refer to [Data and Communications Security](#).

10. Q: What does the term "interconnections to other systems" mean?

A: As used in SSA's system security requirements document, the term "interconnections" is the same as the term "connections."

11. Q: Is it acceptable to submit the SDP as a .PDF file?

A: No, it is not. The document must remain editable.

12. Q: Should the EIEP write the SDP from the standpoint of my agency's SVES access itself, or from the standpoint of access to all data provided to us by SSA?

A: The SDP is to encompass your agency's electronic access to SSA-provided information as per the electronic data sharing agreement between your agency and SSA. Refer to [Developing the SDP](#).

13. Q: If we have a "transaction-driven" system, do we still need a permission module? If employees cannot initiate a query to SSA, why would we need the permission module?

A: "Transaction driven" basically means that queries automatically submit requests (and it might depend on the transaction). Depending on the system's design, queries might not be automatic or it may still permit manual transactions. A system may require manual transactions to correct an error. SSA does not prohibit manual transactions if an ATS properly tracks such transactions. If a "transaction-driven" system permits any type of alternate access; it still requires a permission module, even if it restricts users from performing manual transactions. If the system does **not** require the user to be in a particular application or the query to be for an existing record in the EIEP's system **before** the system will allow a query to go through to SSA, it would still need a permission module.

14. Q: What is an Onsite Compliance Review?

A: The Onsite Compliance Review is the process wherein SSA performs periodic site visits to its Electronic Information Exchange Partners (EIEP) to certify whether the EIEP's technical, managerial, and operational security measures for protecting data obtained electronically from SSA continue to conform to the terms of the EIEP's data sharing agreements with SSA and SSA's associated system security requirements and procedures. Refer to the [Compliance Review Program and Process](#).

15. Q: What are the criteria for performing an Onsite Compliance Review?

A: The following are criteria for performing the Onsite Compliance Review:

- EIEP initiating new access or new access method for obtaining information from SSA
- EIEP's cyclical review (previous review was performed remotely)
- EIEP has made significant change(s) in its operating or security platform involving SSA-provided information
- EIEP experienced a breach of SSA-provided personally identifying information (PII)
- EIEP has been determined to be high-risk

Refer also to the [Review Determination Matrix](#).

16. Q: What is a Remote Compliance Review?

A: The Remote Compliance Review is when SSA conducts the meetings remotely (e.g., via conference calls). SSA schedules conference calls with its EIEPs to determine whether the EIEPs technical, managerial, and operational security measures for protecting data obtained electronically from SSA continue to conform to the terms of the EIEP's data sharing agreements with SSA and SSA's associated system security requirements and procedures. Refer to the [Compliance Review Program and Process](#).

17. Q: What are the criteria for performing a Remote Compliance Review?

A: The EIEP must satisfy the following criteria to qualify for a Remote Compliance Review:

- EIEP's cyclical review (SSA's previous review yielded no findings or the EIEP satisfactorily resolved cited findings)
- EIEP has made no significant change(s) in its operating or security platform involving SSA-provided information
- EIEP has not experienced a breach of SSA-provided personally identifiable information (PII) since its previous compliance review.
- SSA rates the EIEP as a low-risk agency or state

Refer also to the [Review Determination Matrix](#)

ATTACHMENT 5

**WORKSHEET FOR REPORTING LOSS OR POTENTIAL LOSS
OF PERSONALLY IDENTIFIABLE INFORMATION**

Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information

1. Information about the individual making the report to the NCSC:

Name:					
Position:					
Deputy Commissioner Level Organization:					
Phone Numbers:					
Work:		Cell:		Home/Other:	
E-mail Address:					
Check one of the following:					
Management Official		Security Officer		Non-Management	

2. Information about the data that was lost/stolen:

Describe what was lost or stolen (e.g., case file, MBR data):

Which element(s) of PII did the data contain?

Name		Bank Account Info	
SSN		Medical/Health Information	
Date of Birth		Benefit Payment Info	
Place of Birth		Mother's Maiden Name	
Address		Other (describe):	

Estimated volume of records involved:

3. How was the data physically stored, packaged and/or contained?

Paper or Electronic? (circle one):

If Electronic, what type of device?

Laptop		Tablet		Backup Tape		Blackberry	
Workstation		Server		CD/DVD		Blackberry Phone #	
Hard Drive		Floppy Disk		USB Drive			
Other (describe):							

Additional Questions if Electronic:

	<u>Yes</u>	<u>No</u>	<u>Not Sure</u>
a. Was the device encrypted?			
b. Was the device password protected?			
c. If a laptop or tablet, was a VPN SmartCard lost?			
Cardholder's Name:			
Cardholder's SSA logon PIN:			
Hardware Make/Model:			
Hardware Serial Number:			

Additional Questions if Paper:

	<u>Yes</u>	<u>No</u>	<u>Not Sure</u>
a. Was the information in a locked briefcase?			
b. Was the information in a locked cabinet or drawer?			
c. Was the information in a locked vehicle trunk?			
d. Was the information redacted?			
e. Other circumstances:			

4. If the employee/contractor who was in possession of the data or to whom the data was assigned is not the person making the report to the NCSC (as listed in #1), information about this employee/contractor:

Name:					
Position:					
Deputy Commissioner Level Organization:					
Phone Numbers:					
Work:		Cell:		Home/Other:	
E-mail Address:					

5. Circumstances of the loss:

- a. When was it lost/stolen?
- b. Brief description of how the loss/theft occurred:
- c. When was it reported to SSA management official (date and time)?

6. Have any other SSA components been contacted? If so, who? (Include deputy commissioner level, agency level, regional/associate level component names)

7. Which reports have been filed? (include FPS, local police, and SSA reports)

Report Filed	<u>Yes</u>	<u>No</u>	<u>Report Number</u>
Federal Protective Service			
Local Police			
	Yes	No	
SSA-3114 (Incident Alert)			
SSA-342 (Report of Survey)			
Other (describe)			

8. Other pertinent information (include actions under way, as well as any contacts with other agencies, law enforcement or the press):

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT North Coast Counties Marijuana Policy
Statement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Correspondence dated May 26, 2015 received from the North Coast Counties with regard to the summit held to discuss the potential economic, environmental, and regulatory impacts of legalized adult use cannabis.

RECOMMENDED ACTION:

None. Informational only.

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

PHONE/EMAIL: x5534 / hnunn@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[North Coast Counties Marijuana Policy letter](#)

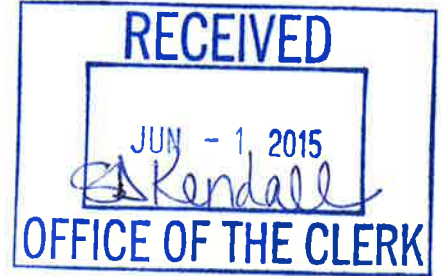
History

Time	Who	Approval
6/3/2015 2:57 PM	County Administrative Office	Yes
6/3/2015 3:30 PM	County Counsel	Yes
6/4/2015 5:09 AM	Finance	Yes



May 26, 2015

Board of Supervisors
County of Mono
P.O. Box 696
Bridgeport, CA 93517



RE: North Coast Counties Marijuana Policy Statement

To whom it may concern:

On March 5, 2015, Supervisors, Chief Administrative Officers, and other staff from each of the north coast counties (Del Norte, Humboldt, Lake, Mendocino, Sonoma and Trinity) met in Santa Rosa, California to discuss the potential economic, environmental and regulatory impacts of legalized adult use cannabis in the event of state-wide legalization as a result of an anticipated measure on the November 2016 ballot.

The goal of the summit was to develop a regional and unified position statement to help shape state legislation in order to influence cannabis policy and potential legalization with appropriate local control. The enclosed document titled, "North Coast Counties Marijuana Policy Statement," was the subsequent product of that summit. This Policy Statement has been adopted by the respective Board of Supervisors from each of the north coast counties.

North Coast Counties support a comprehensive state regulatory framework that explicitly preserves existing local control, while protecting the environment, local economies and quality of life. As legislation progresses addressing this highly sensitive and critical public policy, we strongly encourage the legislature to incorporate the principles expressed in this Policy Statement in current and future proposed legislation. We urge you to consider adopting this Marijuana Policy Statement to advocate for local control in the discussion, creation and implementation of a statewide marijuana policy. It is imperative that counties retain local control to address impacts appropriately from rural to urban communities. We welcome the opportunity to provide additional language and information that supports these policy concepts.

Thank you for your thoughtful consideration.

Sincerely,

Del Norte County Board of Supervisors

David Finigan, Chair

Humboldt County Board of Supervisors

Estelle Fennell, Chair

Lake County Board of Supervisors

Anthony Farrington, Chair

Mendocino County Board of Supervisors

Carre Brown, Chair

Sonoma County Board of Supervisors

Susan Gorin, Chair

Trinity County Board of Supervisors

Judy Morris, Chair



North Coast Counties Marijuana Policy Statement

Preamble

North Coast Counties have unique insight into the significant problems and opportunities posed by statewide regulation and potential legalization of adult recreational use of marijuana. Inconsistent State and Federal laws and existing ambiguities in State law have caused significant economic, environmental, and public safety impacts to North Coast Counties related to the cultivation and distribution of marijuana. We strongly encourage the adoption of comprehensive State marijuana policies that will protect local communities and governments and also respect local control.

There is a need for certain and uniform state regulation while at the same time allowing local governments the flexibility to address individual community needs. State regulation should set clear minimum guidelines and should expressly not preempt local government control. State law and policy should reflect the basic reality that economic effects, environmental impacts, and community sensitivity vary widely from rural to urban areas and from one area to another, and have a direct impact on local quality of life. It is imperative that counties retain local control to address impacts appropriately from rural to urban communities.

Policy Statements

I. Local Control

- State leadership is critical to provide a comprehensive regulatory framework which clearly delineates the roles of local and state government.
- Minimum statewide standards on a range of issues including licensing, safety, accounting, state taxation, cultivation standards, distribution and consumer standards should be developed with local input.
- A statewide regulatory program must explicitly preserve the right of local jurisdictions to regulate items of local concern including authority to: issue business licenses and impose local taxes to produce funding streams to fully cover local costs; to enact land use regulations; and to enact other restrictions applicable to the cultivation, distribution, and sale of marijuana based on a local governing body's determination of local needs.
- Existing local authority to regulate or prohibit the indoor or outdoor cultivation of marijuana and the establishment of dispensaries in certain areas must be explicitly preserved.
- The right of local jurisdictions to provide for the health, safety and welfare of their constituents must be respected within an overall state regulatory framework.

II. Revenue & Taxation

- Counties must have the ability to impose fees and fines to recover direct costs of local regulation and code enforcement with respect to all aspects of marijuana cultivation, sales and distribution.
- Counties must have the option to adopt local excise and sales taxes to recover enforcement, environmental and other costs, subject to uniform statewide tax cap limits.

- State and local marijuana related excise and sales tax limits must be set at a level that does not discourage transition to a regulated market.
- Counties must be granted flexibility to further incentivize the transition to a regulated market, for instance, by deferring full imposition of the adopted local tax structure.
- Marijuana, no matter its use (medical or recreational), must be subject to state and local taxation in the same manner and at the same level in order to provide regulatory certainty and avoid the difficulties inherent in establishing a dual system of administration.

III. **Environmental Protection**

- Environmental protection and remediation shall be paramount in any regulatory and/or funding framework.
- Best management practices must be developed and adopted.
- Current environmental enforcement should remain the responsibility of existing regulatory agencies.
- Adequate and flexible enforcement tools must be available to local jurisdictions, including the availability of incentives to encourage responsible environmental practices.
- Counties must receive adequate funding from the state to compensate for local environmental enforcement and remediation including legacy impacts.

IV. **Economics**

- Legalization of marijuana for adult recreational use will have economic implications for North Coast Counties. To mitigate negative effects, the state must allocate a portion of state revenue to assist counties.
- A statewide regulatory program must provide economic development assistance including job training to help North Coast counties of origin successfully rebuild their traditional resource based economies while transitioning to a fully regulated legalized marijuana industry.
- State leadership is also necessary to address larger education and research programs beyond the purview of individual counties. Much like tobacco, the state must allocate funds to implement research, education and prevention programs, particularly for youth, to mitigate marijuana abuse and dependence.
- To ensure that counties can differentiate their products in the marketplace a statewide chain of custody certification program is needed to allow local branding that highlights regional strains, sustainable environmental practices, responsible processing, and ethical business behavior. Chain of custody certification will increase value to local producers and encourage consumers to make responsible purchasing decisions.

Conclusion

North Coast Counties support a comprehensive state regulatory framework that explicitly preserves existing local control, while protecting the environment, local economies and quality of life. We welcome the opportunity to provide additional language and information that supports these policy concepts.

North Coast Regional Summit on the Economic Impacts of Legalized Cannabis

Overview

Over the past year, the North Coast Counties have been informally discussing the possible impacts of legalized cannabis on the economies, the environment and public safety. With a desire to coordinate a larger discussion and possible action, a small group of supervisors and CAOs decided to move forward with a regional summit to share information and ideas and if possible, develop a unified regional public statement.

On March 5, 2015, the North Coast regional summit on the Economic Impacts of Legalized Cannabis was held at the City of Santa Rosa Utilities Field Operations Center. The goal of the Summit was to develop a regional and unified position statement to help shape state legislation in order to influence cannabis policy and potential legalization with appropriate local control. Supervisors and Chief Administrative officers (CAOs) attended from the counties of Del Norte, Humboldt, Lake, Mendocino, Sonoma and Trinity (Attachment A). In addition, legislative representatives, California State Association of Counties, Rural County Representatives of California and county staff participated in the summit.

Guest speakers at the event included:

- David Baumgarten, Esq., from Gunnison County, Colorado: Keynote presentation entitled, “Lessons Learned: A Colorado Attorney Perspective Regarding Legalization Recreational Marijuana.”
- Assemblyman Jim Wood, 2nd District: Update on Assembly Bill 243
- Representatives from California State Association of Counties (CSAC), Rural County Representatives of California (RCRC) and legislative advocacy firm Shaw/Yoder/Antwih, Inc. provided updates on marijuana-related legislation.

The majority of the day was spent in breakout groups and a roundtable discussion between the Supervisors from the participating counties. While the primary focus of the Summit was on potential economic impacts to the region, participants also discussed important impacts on local governments that need to be addressed in a regulatory framework. Breakout group topics consisted of the policy areas of local control, revenue and taxation, environment and economics.

The results from the breakout groups were compiled to craft a working outline for a regional policy statement. Subsequent to the Summit, the Supervisors and CAOs have collaborated repeatedly to create a uniform policy statement that reflects the priorities identified through the event. Comments and feedback were solicited and incorporated into the development of the statement from the entire group of Supervisors, CAOs and the larger participant group. On April 22, 2015 the group of Supervisors approved a final North Coast Counties Marijuana Policy Statement. Adoption of a unified regional statement provides the opportunity for counties to come together and influence the state legislative process to protect, support and enhance our economies, environment and quality of life, while retaining local control. The North Coast Counties Marijuana Policy Statement will go before each County’s respective board in May for possible adoption as a companion statement to the individual Board of Supervisors Legislative platforms on Marijuana, coupled with the marijuana platforms from CSAC and RCRC. Upon regional adoption the Policy Statement will be sent to CSAC, RCRC and all rural counties for consideration.

Attachment A

North Coast Regional Summit	
Supervisors and CAOs Attendees	
Mendocino County	
Mendocino Supervisor	John McCowen
Mendocino Supervisor	Tom Woodhouse
Mendocino CEO	Carmel Angelo
Humboldt County	
Humboldt Supervisor	Estelle Fennell
Humboldt Supervisor	Mark Lovelace
Humboldt Deputy CAO	Amy Nilsen
Lake County	
Lake Supervisor	Anthony Farrington
Lake Supervisor	Jim Steele
Lake CAO	Matt Perry
Trinity County	
Trinity Supervisor	Judy Morris
Trinity Supervisor	John Fenley
Trinity CAO	Wendy Tyler
Sonoma County	
Sonoma Supervisor	Susan Gorin
Sonoma Supervisor	David Rabbitt
Sonoma CAO	Veronica Ferguson
Del Norte County	
Del Norte Supervisor	Gerry Hemmingsen
Del Norte CAO	Jay Sarina



COUNTY OF MENDOCINO
EXECUTIVE OFFICE

CARMEL J. ANGELO

CHIEF EXECUTIVE OFFICER
CLERK OF THE BOARD

OFFICE: (707) 463-4441

FAX: (707) 463-5649

E-MAIL: angeloc@co.mendocino.ca.us

501 LOW GAP ROAD

ROOM 1010

UKIAH, CA 95482



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

Departments: Board of Supervisors

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Supervisor Corless

SUBJECT CA Fish and Game Commission Meeting

AGENDA DESCRIPTION:

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

Discuss presenting comments during the upcoming CA Fish and Game Commission in Mammoth Lakes regarding items of concern to the county including fish stocking and bobcat trapping. This item was requested by Supervisor Corless.

RECOMMENDED ACTION:

Approve sending a member of the Board of Supervisors or a Mono County representative to attend the upcoming meeting and to make comments in support of Mono County's position.

FISCAL IMPACT:

None.

CONTACT NAME: Shannon Kendall

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [4-7-15 Fish Game Ltr](#)
- [Agenda](#)

[5-27-15 Fish Game Ltr](#)

[Regulations](#)

[Map](#)

History

Time	Who	Approval
5/27/2015 1:42 PM	County Administrative Office	Yes
6/3/2015 3:33 PM	County Counsel	Yes
6/4/2015 5:26 AM	Finance	Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

Bob Musil, Clerk of the Board

Proposed Bobcat Trapping Regulations and Board Comments for June 11 Meeting

Background: On April 7, the Board of Supervisors authorized a comment letter to the California Fish & Game Commission regarding proposed changes to bobcat trapping regulations pursuant to recent state legislation authorizing a ban on trapping in areas adjacent to federal and state parks. The Board requested that trapping be banned throughout the county, or at least in areas adjacent to state and national parks, including the Mono Basin National Forest Scenic Area.

The Fish & Game Commission recently released proposed bobcat trapping regulations that include a trapping ban in certain areas of Mono County: West of Highway 395 from Highway 89 south through the county (and extending to Highway 14 in Kern County); and in the area surrounding Bodie State Park, bordered by Highways 167 and 182 to the Nevada state line.

The Commission is meeting in Mammoth Lakes June 10-11, 2015, in the Mountainside Conference Center at Mammoth Mountain's Main Lodge. There will be a public hearing regarding the bobcat trapping regulations on June 11 (item 23 on the agenda), and a representative from the Board is welcome to present comments on the proposed regulations at that time, in addition to sending a letter to the Commission. The Board may also make comments regarding other agenda items of interest (sage grouse hunting regulations, for instance), or speak in public comment regarding items not listed on the agenda.

The Fish & Game Executive Director, Sonke Mastrup, requested that the Board notify Commission staff if a representative plans to attend. Supervisor Corless can assist with communication to Mr. Mastrup.

Included for review are the Board's 4/7/15 comment letter, the Commission meeting agenda, initial statement of reason, proposed regulations, and a map of proposed trapping closures.

Requested Action: Discuss approving additional comments and sending a representative to the Fish & Game Commission Meeting.



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530 • FAX (760) 932-5531

April 7, 2015

Mr. Charlton Bonham, Director (email: director@wildlife.ca.gov)
California Department of Fish and Wildlife
1416 9th Street, 12th Floor
Sacramento, CA 95814

Mr. Sonke Mastrup, Executive Director (email: fgc@fgc.ca.gov)
California Fish and Game Commission
1416 9th Street, Suite 1320
Sacramento, CA 95814

Re: Actions of the Fish and Game Commission, December 2014 meeting relative to implementation of AB 1213 (Chapter 748, Statutes of 2013)

Dear Mr. Bonham and Mr. Mastrup:

The Mono County Board of Supervisors wished to provide the following for consideration prior to the adoption regulations for the implementation of AB 1213. Mono County is a community with a deep appreciation for natural resources and seeks to ensure that state legislation and regulations which seek to protect those resources reflect our County's ongoing commitment to preserving them for future generations.

At the Fish and Game Commission Meeting scheduled for April 8th and 9th in Sonoma County, it is our understanding the Commission will continue its deliberation on the implementation of AB 1213 from 2013, the Bobcat Protection Act of 2013. The Board is requesting the Commission consider the following prior to the development of final Rulemaking for ab 1213:

- 1) The State consider including all of Mono County in the temporary ban of trapping of Bobcats until the State completes its population survey of the Bobcats. Continue depredation of this species without this data would seem to endanger its longevity. Our Board requires additional data to help better inform future trapping efforts.

If the Commission or State Department of Fish and Wildlife cannot proceed with Option 1) above then the Board is requesting that:

- 2) The Commission consider establishing in Mono County buffer zones for protection of the Bobcats around any and all State parks, National Parks, Mono County scenic resources and specifically within the Mono Basin National Forest Scenic Area until the population study is completed.

As we understand that the Commission's June 2015 meeting will be held in Mono County, we expect there to be ample and additional public comment on this matter. We offer our County's collaboration in working with State agencies on this issue so that both the natural resources of Mono County are preserved while the issue of trapping is thoroughly reviewed by regulatory agencies. Thank you for your consideration.

Sincerely,

Timothy E Fesko, Chair, Mono County Board of Supervisors

Cc: Governor Edmund G Brown, Jr

Commissioners

Jack Baylis, President
Los Angeles

Jim Kellogg, Vice President
Discovery Bay

Richard Rogers, Member
Santa Barbara

Michael Sutton, Member
Monterey

Jacque Hostler-Carmesin, Member
McKinleyville

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

Sonke Mastrup, Executive Director

1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
(916) 653-5040 Fax
www.fgc.ca.gov

MEETING AGENDA June 10-11, 2015

Mountainside Conference Center
1 Minaret Road, Mammoth Lakes

The meeting will be live streamed at www.cal-span.org

NOTE: See important information about Commission deadlines and procedures at the end of the agenda.

DAY 1 – JUNE 10, 2015, 9:00 A.M

1. Public Forum
Any member of the public may address the Commission regarding the implementation of its policies or any other matter within the jurisdiction of the Commission. The issue to be discussed should not be related to any item on the current agenda. As a general rule, action cannot be taken on issues not listed on the agenda; at the discretion of the Commission, staff may be requested to follow up on such items. Submitting written comments is encouraged to ensure that all comments will be included in the record before the Commission. Please be prepared to summarize your comments in the time allocated by the presiding commissioner.
2. Tribal Committee
 - (A) Meeting summary
 - I. Receive recommendations
 - (B) Discuss and approve new topics
3. Adopt the Commission's tribal consultation policy
4. Marine Resources Committee
 - (A) Work plan development
 - I. Update on current work plan and timeline
 - II. Discuss and approve new topics
5. Adoption of revised proposed regulations for petitioning the Commission to change regulations
(Add Section 662, Title 14)

6. Request for authorization to publish notice of intent to amend commercial market squid logbooks
(Section 149 and Appendix A, Title 14, CCR)
7. Spiny Lobster Fishery Management Plan and regulations
 - (A) California Ocean Science Trust peer review
 - (B) Discussion and direction for implementing regulations

CONSENT ITEMS	
8.	Receive Santa Barbara Mariculture's request to renew state water bottom lease M-653-02 for aquaculture
9.	Receive Santa Barbara Mariculture's application for new state water bottom lease for aquaculture adjacent to existing lease M-653-02
10.	Receive White Seabass Fishery Management Plan annual review (Pursuant to Section 5.9, White Seabass Fishery Management Plan)
11.	Permanently revoke the commercial fishing license (L84668) and lobster operator permit (LOT909) for Mr. Troy Tecklenburg, Huntington Beach

- | | |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------|
| 8. | Receive Santa Barbara Mariculture's request to renew state water bottom lease M-653-02 for aquaculture |
| 9. | Receive Santa Barbara Mariculture's application for new state water bottom lease for aquaculture adjacent to existing lease M-653-02 |
| 10. | Receive White Seabass Fishery Management Plan annual review
(Pursuant to Section 5.9, White Seabass Fishery Management Plan) |
| 11. | Permanently revoke the commercial fishing license (L84668) and lobster operator permit (LOT909) for Mr. Troy Tecklenburg, Huntington Beach |
12. Announce results from Executive Session
 13. Items of interest from previous meetings
 - (A) Action on petitions for regulatory change received at the April meeting and pending items from previous meetings (the summary of petitions will be posted at fgc.ca.gov/meetings/2015 about June 4, 2015)
 - (B) Action on non-regulatory requests received at the April meeting and pending items from previous meetings (the summary of requests will be posted at fgc.ca.gov/meetings/2015 about June 4, 2015)
 - (C) Streamlining routine regulatory changes
 - (D) Public draft of the California State Wildlife Action Plan – 2015 Update
 - (E) Other
 14. Department informational items
 - (A) Director's report
 - (B) Wildlife and Fisheries Division, and Ecosystem Conservation Division
 - (C) Law Enforcement Division
 - (D) Marine Region
 - (E) Other
 15. Other items
 - (A) Staff report
 - (B) Legislative update and possible action
 - (C) Federal agencies report

16. Discussion and action on future meeting items
 - (A) Town hall meeting – August 3
 - (B) Next meeting – August 4-5 in Fortuna
 - (C) Possible field trip for August meeting
 - (D) Perpetual timetable for regulatory action updates
 - (E) Meeting schedule and locations for 2016
 - (F) New business

DAY 2 – JUNE 11, 2015, 8:00 A.M

17. Public Forum

Any member of the public may address the Commission regarding the implementation of its policies or any other matter within the jurisdiction of the Commission. The issue to be discussed should not be related to any item on the current agenda. As a general rule, action cannot be taken on issues not listed on the agenda; at the discretion of the Commission, staff may be requested to follow up on such items. Submitting written comments is encouraged to ensure that all comments will be included in the record before the Commission. Please be prepared to summarize your comments in the time allocated by the presiding commissioner.
18. Wildlife Resources Committee
 - (A) Meeting summary
 - I. Receive recommendations
 - (B) Work plan development
 - I. Update on current work plan and timeline
 - II. Discuss and approve new topics
19. Inland fisheries at risk due to drought
 - (A) Adoption of emergency regulation to address inland fisheries at risk due to drought conditions:
 - I. Add Section 8.01, Title 14, CCR, to create a process for temporarily closing rivers to fishing; **or**
 - II. Amend Subsection 7.50(b)(118), Title 14, CCR, to close 5.5 miles of the Merced River to fishing
 - (B) Discuss the long-term approach to addressing inland fisheries at risk under varied water quality and quantity conditions
20. Adopt Commission's native plant policy
21. Approve Department's Duck Stamp proposals for Fiscal Year 2015-2016
22. Discussion of proposed changes to upland game bird regulations (Sections 300 and 708.18, Title 14, CCR)
23. Discussion of proposed changes to waterfowl regulations (Section 502, Title 14, CCR)

CONSENT ITEMS

24. Receive the Department's status review report on the petition to list Pacific fisher (*Martes pennanti*) as a threatened or endangered species
(Pursuant to Section 2074.6, Fish and Game Code)

25. Receive and approve initial Private Lands Wildlife Habitat Enhancement and Management Area (PLM) plans and 2015-2020 license for:
(Pursuant to Section 601, Title 14, CCR)
 - (A) Big Lagoon PLM (Humboldt County)
 - (B) D-Rafter L Ranch, LLC (San Luis Obispo County)

26. Receive and approve annual reports and 2015-2016 Private Lands Wildlife Habitat Enhancement and Management Area plans for:
(Pursuant to Section 601, Title 14, CCR)
 - (A) 3D Ranch (Tehama County)
 - (B) Ash Valley Ranch (Lassen County)
 - (C) Avenales Ranch (San Luis Obispo County)
 - (D) Big Morongo Springs Ranch (San Bernardino County)
 - (E) Black Ranch (Shasta County)
 - (F) Buckeye Ranch (Solano County)
 - (G) Carrizo Ranch (San Luis Obispo County)
 - (H) Chimney Rock Ranch (San Luis Obispo County)
 - (I) Connolly and Corral Hollow Ranch (San Joaquin County)
 - (J) Coon Creek Ranch (Santa Clara County)
 - (K) Corning Land Cattle Co. (Tehama County)
 - (L) Cottrell Ranch (Humboldt County)
 - (M) Dixie Valley Ranch (Lassen County)
 - (N) El Rancho Rio Frio (Tehama County)
 - (O) Five Dot Ranch-Avila (Lassen County)
 - (P) Four Pines Ranch (Mendocino County)
 - (Q) Hearst Ranch (San Luis Obispo County)
 - (R) Hunter Ranch (Humboldt County)
 - (S) Indian Valley Cattle Company (Monterey County)
 - (T) Jerusalem Creek Ranch (Shasta County)
 - (U) Morisoli Ranch (Monterey and San Benito counties)
 - (V) Pepperwood Springs Ranch (Humboldt County)
 - (W) Rancho La Cuesta (San Benito County)
 - (X) Redwood House Ranch (Humboldt County)
 - (Y) Schneider Ranch (Mendocino County)
 - (Z) SL Ranch (Modoc County)
 - (AA) Smith River PLM (Humboldt County)
 - (BB) Stover Ranch (Humboldt County)
 - (CC) Tejon Ranch (Kern and Los Angeles counties)
 - (DD) Temlor Ranch (San Luis Obispo and Kern counties)
 - (EE) Travis Ranch (Trinity County)
 - (FF) Trincherero Ranch (San Benito County)
 - (GG) Triple B Ranch (Shasta County)
 - (HH) Wiggins Ranch (Humboldt County)

(II) Work Ranch (Monterey County)

27. Receive and approve 5-year Private Lands Wildlife Habitat Enhancement and Management Area plans and 2015-2020 licenses for:
(Pursuant to Section 601, Title 14, CCR)

- (A) Big Bluff Ranch (Tehama County)
- (B) Burrows Ranch (Tehama County)
- (C) Carnaza Ranch (San Luis Obispo County)
- (D) Clark and White Ranches (San Luis Obispo County)
- (E) Five Dot Ranch - Horse Lake (Lassen County)
- (F) Five Dot Ranch - Tunnel Springs (Lassen County)
- (G) Five Dot Ranch - Willow Creek (Lassen County)
- (H) JS Ranch (Shasta County)
- (I) Llano Seco Rancho (Butte County)
- (J) Mendiboure Ranch (Lassen County)
- (K) Roberts Ranch (Modoc County)
- (L) Stewart Ranch (Trinity County)

28. Consideration of petition, Department's report, and comments received on whether listing the tricolored blackbird (*Agelaius tricolor*) as a threatened or endangered species may be warranted
(Pursuant to Fish and Game Code Section 2074.2).

Note: If the Commission determines listing may be warranted, a one-year status review will commence before the final decision on listing is made.

29. Discussion of proposed changes to bobcat trapping regulations
(Pursuant to Section 4255, Fish and Game Code)

EXECUTIVE SESSION

(Not Open to Public)

Pursuant to the authority of Government Code Section 11126(a)(1) and (e)(1), and Section 309 of the Fish and Game Code, the Commission will meet in closed Executive Session. The purpose of this Executive Session is to consider:

- (A) Pending litigation to which the Commission is a Party
 - I. Big Creek Lumber Company and Central Coast Forest Assoc. v. California Fish and Game Commission (Coho listing, south of San Francisco)
 - II. James Bunn and John Gibbs v. California Fish and Game Commission (squid permits)
 - III. Center for Biological Diversity and Earth Island Institute v. California Fish and Game Commission (black-backed woodpecker)
 - IV. Dennis Sturgell v. California Fish and Game Commission, California Department of Fish and Wildlife, and Office of Administrative Hearings (revocation of Dungeness crab vessel permit No. CT0544-T1)
- (B) Possible litigation involving the Commission
- (C) Staff performance and compensation
- (D) Receipt of hearing officer recommendations on license and permit items
 - I. Ms. Kele Young(er) – Appeal of Denial of the Application to Renew Restricted Species Permit

**FISH AND GAME COMMISSION
2015 MEETING SCHEDULE**

www.fgc.ca.gov

MEETING DATE	COMMISSION MEETING	COMMITTEE MEETING
July 8		Marine Resources Trinidad Town Hall 409 Trinity Street Trinidad, CA 95570
August 4-5	River Lodge Conference Center 1800 Riverwalk Drive Fortuna, CA 95540	
September 9		Wildlife Resources Department of Industrial Relations 2550 Mariposa Mall, Room 1036 Fresno, CA 93721
October 6		Tribal Committee Embassy Suites – LAX North 9801 Airport Boulevard Los Angeles, CA 90045
October 7-8	Embassy Suites – LAX North 9801 Airport Boulevard Los Angeles, CA 90045	
November 4		Marine Resources Four Points by Sheraton Ventura Harbor Resort 1050 Schooner Drive Ventura, CA 93001
December 9-10	Town and Country Resort & Convention Center 500 Hotel Circle North San Diego, CA 92108	

OTHER MEETINGS OF INTEREST

Pacific Fishery Management Council

- June 12-17, Spokane, WA
- September 11-16, Sacramento, CA
- November 14-19, Garden Grove, CA

Wildlife Conservation Board

- September 3, Sacramento, CA
- November 19, Sacramento, CA

Western Association of Fish and Wildlife Agencies

- July 16-22, Reno, NV

Pacific Flyway Council

- July 24, Reno, NV

IMPORTANT COMMISSION MEETING PROCEDURES INFORMATION

WELCOME TO A MEETING OF THE CALIFORNIA FISH AND GAME COMMISSION

This is the 145th year of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision making; Commission meetings are vital in achieving that goal. In that spirit, we provide the following information to be as effective and efficient toward that end. Welcome and please let us know if you have any questions.

PERSONS WITH DISABILITIES

Persons with disabilities needing reasonable accommodation to participate in public meetings or other Commission activities are invited to contact the Reasonable Accommodation Coordinator at (916) 651-1214. Requests for facility and/or meeting accessibility should be received at least 10 working days prior to the meeting to ensure the request can be accommodated.

SUBMITTING WRITTEN MATERIALS

As of July 1, 2015, the Commission will no longer accept comments or requests for change via facsimile. Please submit written material by email or US Mail.

The public is encouraged to comment on any agenda item. Submit written comments by one of the following methods: **E-mail to fgc@fgc.ca.gov; fax to (916) 653-5040; delivery to Fish and Game Commission, 1416 Ninth Street, Room 1320, Sacramento, CA 95814; or hand-deliver to a Commission meeting.**

Written comments received at the Commission office by **5:00 p.m. on May 28** will be made available to Commissioners prior to the meeting. Comments received by **12 noon on June 5** will be marked late and made available to Commissioners at the meeting. Otherwise, 12 copies of written comments must be brought to the meeting. All materials provided to the Commission may be made available to the general public.

PETITIONS FOR REGULATORY CHANGE AND NON-REGULATORY REQUESTS

All petitions for regulatory change and non-regulatory requests will follow a two-meeting cycle to ensure proper review and thorough consideration of each item. All requests submitted by **12 noon on June 5** (or heard during public forum at the meeting) will be scheduled for receipt at this meeting, and scheduled for consideration at the next business meeting. Beginning October 1, 2015, all petitions for regulatory change must be submitted in writing using a form that will be made available on the Commission's website; details about this new requirement and the form adopted by the Commission are available at <http://fgc.ca.gov/regulations/2014/index.aspx#662>.

VISUAL PRESENTATIONS/MATERIALS

All visual presentations must be pre-approved by the Executive Director. Visual presentations must be provided by email or delivered to the Commission office on a USB flash drive by **12 noon on June 5**. All electronic formats must be Windows PC compatible. A data projector, laptop and presentation mouse will be available for use at the meeting.

CONSENT CALENDAR

A summary of all items will be available for review at the meeting. Any item may be removed from the consent calendar by the Commission, or upon the request of the Department or member of the public who wishes to speak to that item.

LASER POINTERS may only be used by a speaker during a presentation; use at any other time may result in arrest.

SPEAKING AT THE MEETING

To speak on an agenda item, please complete a "Speaker Card" and give it to the designated staff member before the agenda item is announced. Cards will be available near the entrance of the meeting room. Only one speaker card is necessary for speaking to multiple items.

Agenda items may be heard in any order and on either day pursuant to the discretion of the presiding commissioner.

1. Speakers will be called in groups; please line up when your name is called.
2. When addressing the Commission, give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. Each speaker has three minutes to address the Commission; however, time may be adjusted at the discretion of the presiding commissioner. If there are several speakers with the same concerns, please appoint a spokesperson and avoid repetitive testimony.
4. Speakers may cede their time to an individual spokesperson, but only under the following conditions:
 - a. Individuals ceding time forfeit their right to speak to the agenda item; and
 - b. The minimum number of individuals required to cede time to a spokesperson and the amount of time allocated are *arranged in advance* with the presiding commissioner.
5. If you are presenting handouts/written material to the Commission at the meeting, please provide 12 copies to the designated staff member just prior to speaking.

Commissioners
Michael Sutton, President
Monterey

Jack Baylis, Vice President
Los Angeles

Jim Kellogg, Member
Discovery Bay

Richard Rogers, Member
Santa Barbara

Jacque Hostler-Carmesin, Member
McKinleyville

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Fish and Game Commission



FILED

JUN - 1 2015

Sonke Mastrup, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
(916) 653-5040 Fax
www.fgc.ca.gov

May 27, 2015

MONO COUNTY CLERK

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a copy of the notice of proposed regulatory action relative to Amending Sections 478, 479, and 702, Title 14, California Code of Regulations, relating to the implementation of the Bobcat Protection Act, which will be published in the California Regulatory Notice Register on May 29, 2015.

Please note the dates of the public hearings related to this matter and associated deadlines for receipt of written comments. Additional information and all associated documents may be found on the Fish and Game Commission website at www.fgc.ca.gov.

Dr. Eric Loft, Department of Fish and Wildlife, phone (916) 445-3555, has been designated to respond to questions on the substance of the proposed regulations.

Sincerely,

Caren Woodson
Associate Governmental Program Analyst

Attachment

TITLE 14. Fish and Game Commission Notice of Proposed Changes in Regulations

NOTICE IS HEREBY GIVEN that the Fish and Game Commission (Commission), pursuant to the authority vested by Sections 200, 202, 203, 215, 220, 331, 332, 713, 1050, 1055.1, 1572, 3003.1, 4150, 4155, 4331, 4336, and 10502 of the Fish and Game Code and to implement, interpret or make specific Sections 200, 202, 203, 203.1, 207, 215, 219, 220, 331, 332, 713, 1050, 1055, 1055.1, 1570, 1571, 1572, 1573, 3950, 3960, 3951, 4150, 4155, 4302, 4330, 4331, 4332, 4333, 4336, 4340, 4341, 4652, 4653, 4654, 4655, 4657, 4750, 4751, 4752, 4753, 4754, 4755, 4902, 10500 and 10502 of said Code, proposes to amend Sections 478, 479, and 702 Title 14, California Code of Regulations, relating to implementation of the Bobcat Protection Act of 2013.

Informative Digest/Policy Statement Overview

Amend sections 478, 479, and 702, Title 14, California Code of Regulations.

The statutory mandate to promulgate regulations to place restrictions on bobcat trapping is set forth in Fish and Game Code Section 4155, the Bobcat Protection Act of 2013, which states in subsection (b)(1):

“Through the commission’s next regularly scheduled mammal hunting and trapping rulemaking process occurring after January 1, 2014, the commission shall amend its regulations to prohibit the trapping of bobcats adjacent to the boundaries of each national or state park and national monument or wildlife refuge in which bobcat trapping is prohibited.”

In addition, Fish and Game Code Section 4155(e) directs the Commission to set trapping license fees and associated fees at the levels necessary to fully recover all reasonable administrative and implementation costs of the department and the commission associated with the trapping of bobcats in the state, including, but not limited to, enforcement costs. A range of potential fees is presented with the recommended fee combination of \$35 per shipping tag and \$1,137 for the proposed Bobcat Trapping Validation. The proposed regulatory changes will not affect the take of bobcats with a hunting license and bobcat hunting tags under subsection 478.1, or under a depredation permit issued pursuant to Section 401.

PROPOSED REGULATORY CHANGES

Option 1: Partial closure of the state to bobcat trapping and establishing property-specific closure boundaries around protected areas.

- Amend Section 478, Bobcat, by adding descriptions of a statewide “Bobcat Trapping Closure Area” and 18 “Property-Specific Closure Areas” surrounding 23 protected areas and incorporate editorial changes and re-numbering of the text for clarity.

- Amend Section 702, Fees, by adding a new subsection (d)(1) to require (in addition to the trapping license fee set forth in the Fish and Game Code) the payment of a Bobcat Trapping Validation Fee set at \$[0 – 1,325] and subject to annual adjustment.
- Amend Section 479, Bobcat Pelts, by moving the current bobcat pelt shipping tag fee from subsection (c)(5); and Amend Section 702, Fees, adding a new subsection (d)(2), Shipping Tags, and increasing the fee from \$3 to \$[0 - 245] and subject to annual adjustments. Additionally, there are editorial changes and re-numbering of the text for clarity.
- Amend Section 479 by deleting the ‘no cost’ provision and ‘department mark’ on pelts not for sale in subsection (a)(1), each pelt will be required to have a Department issued shipping tag; and, by eliminating the listed Method of Take in subsection (c)(4).

Option 2: Total prohibition on bobcat trapping in California.

- Amend Section 478 by prohibiting bobcat trapping throughout California.
- Amend Section 479 eliminating pelt tags, fees, and department marks for bobcats taken by trapping.

BENEFITS OF THE PROPOSED ACTION:

The benefits of the proposed regulations to the environment, whether of a partial trapping ban as described in Option 1, or a full ban as described in Option 2, will be through the improved protection of bobcat populations and the enhancement of non-consumptive use benefits. Non-consumptive uses anticipated to potentially increase include: the observation of bobcats in the wild and the perceived value of the bobcat population’s contribution to ecosystem functioning.

EVALUATION OF INCOMPATIBILITY WITH EXISTING REGULATIONS:

Section 20, Article IV, of the State Constitution specifies that the Legislature may delegate to the Fish and Game Commission such powers relating to the protection and propagation of fish and game as the Legislature sees fit. The Legislature has delegated to the Commission the power to regulate the commercial trapping of bobcat. No other State agency has the authority to promulgate such regulations. The Commission has searched the CCR for any regulations regarding bobcat trapping and has found no such regulation; therefore the Commission has concluded that the proposed regulations are neither inconsistent nor incompatible with existing State regulations.

NOTICE IS GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the Mountainside Conference

Center, at 1 Minaret Road, in Mammoth Lakes, California, on June 11, 2015, at 8:00 a.m., or as soon thereafter as the matter may be heard.

NOTICE IS ALSO GIVEN that any person interested may present statements, orally or in writing, relevant to this action at a hearing to be held at the River Lodge Conference Center, at 1800 Riverwalk Drive, in Fortuna, California, on August 5, 2015, at 8:00 a.m., or as soon thereafter as the matter may be heard. It is requested, but not required, that written comments be submitted on or before July 23, 2015, at the address given below, or by e-mail to FGC@fgc.ca.gov. Written comments mailed, or e-mailed to the Commission office, must be received before 12:00 noon on July 31, 2015. All comments must be received no later than August 5, 2015, at the hearing in Fortuna, California. If you would like copies of any modifications to this proposal, please include your name and mailing address.

The regulations as proposed in strikeout-underline format, as well as an initial statement of reasons, including environmental considerations and all information upon which the proposal is based (rulemaking file), are on file and available for public review from the agency representative, Sonke Mastrup, Executive Director, Fish and Game Commission, 1416 Ninth Street, Box 944209, Sacramento, California 94244-2090, phone (916) 653-4899. Please direct requests for the above mentioned documents and inquiries concerning the regulatory process to Sonke Mastrup or Caren Woodson at the preceding address or phone number. **Dr. Eric Loft, Department of Fish and Wildlife, phone 916-445-3555, has been designated to respond to questions on the substance of the proposed regulations.** Copies of the Initial Statement of Reasons, including the regulatory language, may be obtained from the address above. Notice of the proposed action shall be posted on the Fish and Game Commission website at <http://www.fgc.ca.gov>.

Availability of Modified Text

If the regulations adopted by the Commission differ from but are sufficiently related to the action proposed, they will be available to the public for at least 15 days prior to the date of adoption. Any person interested may obtain a copy of said regulations prior to the date of adoption by contacting the agency representative named herein.

If the regulatory proposal is adopted, the final statement of reasons may be obtained from the address above when it has been received from the agency program staff.

Impact of Regulatory Action/Results of the Economic Impact Analysis

The potential for significant statewide adverse economic impacts that might result from the proposed regulatory action has been assessed, and the following initial determinations relative to the required statutory categories have been made:

(a) Significant Statewide Adverse Economic Impact Directly Affecting Business, Including the Ability of California Businesses to Compete with Businesses in Other States:

The Commission does not anticipate significant statewide adverse economic impact directly affecting business, although the proposed fee increases may reduce the ability of California bobcat trapping businesses to compete with businesses in other states.

The principle businesses that are expected to be impacted by the proposed regulatory changes are approximately 200 licensed trappers which Department records indicate have historically taken bobcat and paid the current shipping tag fee. Their income is not derived solely from the take of bobcat pelts during the relatively short bobcat trapping season, but also from other animals lawfully taken for profit. Whether the increase in fees or the reduction in opportunity from limitations on trapping areas, as described in Option 1, or a complete ban as described in Option 2, the economic loss to the state as a whole is expected to be very small and would not significantly affect California businesses or their ability to compete with businesses in other states.

(b) Impact on the Creation or Elimination of Jobs Within the State, the Creation of New Businesses or the Elimination of Existing Businesses, or the Expansion of Businesses in California; Benefits of the Regulation to the Health and Welfare of California Residents, Worker Safety, and the State's Environment:

The Commission does not anticipate any significant impacts on the creation or elimination of jobs within the State because a partial or full ban would affect only a small number of licensed commercial trappers whose income is not derived solely from bobcat pelts but also from other animals lawfully taken for profit.

The Commission anticipates potential benefits to the health and welfare of California residents through the enhancement of non-consumptive use benefits. Non-consumptive uses that could increase include: the observation of bobcats in the wild and the perceived value of the bobcat population's contribution to ecosystem functioning.

The Commission does not anticipate benefits to worker safety because this regulatory action will not impact health, welfare or worker safety.

The Commission anticipates possible benefits to bobcat populations because the regulations required by statute will place further limitations on the take of bobcats.

(c) Cost Impacts on a Representative Private Person or Business:

If Option 1 is adopted, the Commission anticipates increased costs to the business of commercial trappers because of the additional fees for the Bobcat Trapping Validation and increased fees for shipping tags on pelts. The Commission expects these fees to be entirely absorbable by passing on this cost to the consumers of bobcat pelts. Private persons, not involved in commerce in bobcat products will not be impacted by any cost.

A statewide ban (Option 2) would impact a small number of licensed trappers who will no longer derive any income from the sale of bobcat pelts. However, licensed trappers could continue to derive income from the legal take of other animals.

- (d) Costs or Savings to State Agencies or Costs/Savings in Federal Funding to the State: None.
- (e) Nondiscretionary Costs/Savings to Local Agencies: None.
- (f) Programs Mandated on Local Agencies or School Districts: None.
- (g) Costs Imposed on any Local Agency or School District that is Required to be Reimbursed Under Part 7 (commencing with Section 17500) of Division 4, Government Code: None.
- (h) Effect on Housing Costs: None.

Effect on Small Business

It has been determined that the adoption of these regulations may affect small business. The Commission has drafted the regulations in Plain English pursuant to Government Code Sections 11342.580 and 11346.2(a)(1).

Consideration of Alternatives

The Commission must determine that no reasonable alternative considered by the Commission, or that has otherwise been identified and brought to the attention of the Commission, would be more effective in carrying out the purpose for which the action is proposed, would be as effective and less burdensome to affected private persons than the proposed action, or would be more cost effective to affected private persons and equally effective in implementing the statutory policy or other provision of law.

FISH AND GAME COMMISSION

Sonke Mastrup
Executive Director

Dated:

PROPOSED REGULATORY TEXT

OPTION ONE (Bobcat Trapping Closure Area and Property-Specific Closure Areas)

Section 478, Title 14, CCR, is amended to read:

§ 478. Bobcat.

~~Except as provided in subsection (c) below no person shall pursue, take or possess any bobcat without first procuring a trapping license or a hunting license and bobcat hunting tags. The pursuit, take and/or possession of a bobcat under the authority of a hunting license and a bobcat hunting tag shall be in accordance with the provisions of this section and sections 472, 473, 474, 475, 478.1 and 479 of these regulations.~~

~~Bobcats taken under the authority of a trapping license shall be taken with traps or other means in accordance with this section and sections 465, 465.5 and 475. Bobcats taken under a trapping license must be tagged in accordance with the provisions of Section 479.~~

~~(a) Trapping Season and Area: Bobcat may only be taken under the authority of a trapping license as follows:~~

~~(1) Area: Statewide.~~

~~(2) Season: November 24 through January 31.~~

~~(b) Hunting Season and Area: Bobcats may only be taken under the authority of a hunting license and bobcat hunting tags as follows:~~

~~(1) Area: Statewide.~~

~~(2) Season: October 15 through February 28.~~

~~(c) Bag and Possession Limit:~~

~~(1) Bobcats taken under a hunting license and bobcat hunting tags: Five bobcats per season.~~

~~(2) Bobcats taken under a trapping license: No limit.~~

~~(d) This section shall not apply to bobcats trapped under the provisions of sections 4152 and 4180 of the Fish and Game Code (also see Section 480 of these regulations).~~

(a) It shall be unlawful to pursue, take or possess any bobcat without first procuring both a hunting license and bobcat hunting tags, or both a trapping license and Bobcat Trapping Validation. This section shall not apply to bobcats taken pursuant to Section 4152 of the Fish and Game Code and Section 401 of these regulations.

(b) Hunting:

(1) The pursuit, take, or possession of a bobcat under the authority of a hunting license and a bobcat hunting tag shall be in accordance with the provisions of Section

3960 of the Fish and Game Code, this section, and sections 472, 473, 474, 475, 478.1 and 479 of these regulations.

(2) Bobcats may be taken statewide under the authority of a hunting license and bobcat hunting tags between October 15 through February 28.

(3) The bag and possession limit is five bobcats per season.

(c) Trapping:

(1) Bobcats taken under the authority of a trapping license and Bobcat Trapping Validation shall be taken with traps or other means in accordance with this section and sections 465, 465.5 and 475 of these regulations.

(2) Bobcats taken under a trapping license and Bobcat Trapping Validation must be tagged in accordance with the provisions of Section 479.

(3) Trapping Season: November 24 through January 31.

(4) There is no bag or possession limit.

(5) Every person engaged in any activity authorized under a trapping license and Bobcat Trapping Validation, shall have that license and validation in his or her immediate possession.

(6) Any person who possesses a valid trapping license may, upon payment of the fee specified in Section 702, procure an annual nontransferable Bobcat Trapping Validation. The validation shall be acquired through the department's Automated License Data System terminals at any department license agent or department license sales office. Bobcat Trapping Validations are valid only during that portion of the current trapping license year in which bobcat may be legally harvested pursuant to this section.

(d) Bobcat Trapping Closure Area Prohibition: It shall be unlawful to take any bobcats under the authority of a trapping license in the Bobcat Trapping Closure Area described in this subsection. Any holder of a trapping license, with or without a Bobcat Trapping Validation, who traps a bobcat in the Bobcat Trapping Closure Area shall immediately release the bobcat to the wild unharmed.

(1) Bobcat Trapping Closure Area.

In those portions of California within a line beginning at the point where Greyback Road crosses the California – Oregon State border north of Happy Camp, south on Greyback Road to the intersection with Highway 96 (Klamath River Highway), south on Highway 96 (Klamath River Highway / Trinity River Highway / Bigfoot Scenic Byway) to the junction with Highway 299 (Trinity Highway), west on Highway 299 to the junction with Highway 101 (Redwood Highway), south on Highway 101 to the junction with Highway 36, east on Highway 36 to the intersection with Redwood House Road, north and east on Redwood House Road to the intersection with Kneeland Road, south on Kneeland Road to the intersection with Highway 36, east on Highway 36 to the intersection with Alderpoint Road, south on Alderpoint Road to the intersection with Bell Springs Road, south on Bell Springs Road to the junction with Highway 101 (Redwood Highway), south on Highway 101 to the junction with Highway 20, east on Highway 20

to the junction with Highway 5, north on Highway 5 to the junction with Highway 36 (Antelope Boulevard), east on Highway 36 to the junction with Highway 99 (Antelope Boulevard / Golden State Highway), east then south on Highway 99 to the junction with Highway 149 (Openshaw Road), south on Highway 149 to the junction with Highway 70 (Feather River Highway), north on Highway 70 to the junction with Highway 89, south on Highway 89 to the junction with Highway 267 (North Shore Boulevard), south on Highway 267 to the junction with Highway 28 (North Lake Boulevard), east on Highway 28 to the point where Highway 28 crosses the California – Nevada State Line, south following the California – Nevada State border to the point where Highway 88 (Carson Pass Highway) crosses the California – Nevada State Line, south on Highway 88 (Carson Pass Highway) to the junction with Highway 89 (Alpine State Highway), south then east on Highway 89 (Alpine State Highway / Robert M. Jackson Memorial Highway) to the junction with Highway 395, south on Highway 395 to the junction with Highway 14 (Aerospace Highway), south on Highway 14 to the junction with Highway 178 (Isabella Walker Pass Road), east on Highway 178 to the junction with Highway 155 (Wofford Heights Boulevard), north then west on Highway 155 (Wofford Heights Boulevard / Evans Road / Bakersfield Glennville Road / Grace Highway) to the junction with Highway 65 (All America City Highway), south on Highway 65 (All America City Highway / Porterville Highway) to the junction with Highway 99 (Golden State Highway), south on Highway 99 to the junction with Highway 58 (Rosedale Highway), west on Highway 58 (Rosedale Highway / Enos Lane / Blue Star Memorial Highway) to the intersection with Tracy Avenue, north on Tracy Avenue to the junction with Highway 5, north on Highway 5 to the junction with Highway 198 (West Dorris Avenue), west on Highway 198 (West Dorris Avenue / Dorris Avenue) to the junction with Highway 33 (Fresno Coalinga Road), south on Highway 33 (Fresno Coalinga Road / Elm Avenue) to the junction with Highway 198 (West Elm Street), south then west on Highway 198 (West Elm Street / John McVeight Jr. Memorial Highway) to the junction with Highway 101 (El Camino Real), south on Highway 101 to the junction with Highway 154 (San Marcos Pass Road), east and south on Highway 154 (San Marcos Pass Road / Chumash Highway) to the junction with Highway 192 (Foothill Road), east on Highway 192 (Foothill Road / Stanwood Drive / Sycamore Canyon Road / East Valley Road / Toro Canyon Road / Casitas Pass Road) to the junction with Highway 150 (Rincon Road), west on Highway 150 to the junction with Highway 1, south on Highway 1 to the junction with Highway 126 (Santa Paula Freeway), east and north on Highway 126 (Santa Paula Freeway / East Telegraph Road / West Telegraph Road / Henry Mayo Drive) to the junction with Highway 5, south on Highway 5 to the junction with Highway 14 (Antelope Valley Freeway), north and east on highway 14 to the junction with highway 138 (West Palmdale Boulevard), east on highway 138 (West Palmdale Boulevard / 47th Street East / Fort Tejon Road / Pearblossom Highway / Antelope Highway / Abiel Barron Memorial Highway) to the junction with Highway 15 (Mojave

Freeway), south on Highway 15 (Mojave Freeway / Ontario Freeway / CHP Officer Reuben F. Rios, Sr. Memorial Freeway / CHP Officer John Bailey Memorial Freeway) to the junction with Highway 10 (Christopher Columbus Transcontinental Highway), east on Highway 10 (Christopher Columbus Transcontinental Highway / Redlands Freeway) to the junction with Indio Boulevard, south on Indio Boulevard to the junction with Highway 111 (Indio Boulevard), south on Highway 111 (Indio Boulevard / Grapefruit Boulevard / North 8th Street / Main Street / Ben Hulse Highway / Old Highway 111 / Imperial Valley Pioneers Expressway / Imperial Avenue / To Old Mexico) to the California – Mexico border, west following the California – Mexico border to the Pacific Ocean, north following the California Coastline to the California – Oregon border, east following the California – Oregon border to the point of the beginning.

(e) Trapping Prohibited in Property-Specific Closure Areas: It shall be unlawful to take any bobcats under the authority of a trapping license in the closure areas described in this subsection. Any holder of a trapping license, with or without a Bobcat Trapping Validation, who traps a bobcat in a closure area shall immediately release the bobcat to the wild unharmed.

(1) Ahjumawi Lava Springs and McArthur-Burney Falls Memorial State Parks Closure Area.

In those portions of Siskiyou, Modoc, Lassen and Shasta Counties within a line beginning at the intersection of Forest Route 40N04 and Forest Route 39N01, east on Forest Route 39N01 to the intersection with Forest Route 40N01 (Day Road), east on Forest Route 40N01 to the intersection with Widow Valley Road, east on Widow Valley Road to the junction with County Road 93 (Kramer Road), east on County Road 93 to the intersection with Main Street, east on Main Street to the intersection with Lookout Hackamore Road, south on Lookout Hackamore Road to the intersection with Highway 299 (Lassen State Highway), south and west on Highway 299 to the point where Highway 299 crosses Hatchet Creek, west following Hatchet Creek to the point where Hatchet Creek joins the Pit River, north and east following the Pit River to the point where Clark Creek Road (Forest Route 37N30) crosses the Pit River, north and then west on Clark Creek Road to the intersection with Forest Route 38N10, west on Forest Route 38N10 to the junction with Forest Route 37N30 (Summit Lake Road), west and north on Forest Route 37N30 to the intersection with the Pacific Crest Trail, north on the Pacific Crest Trail to the intersection with Summit Lake Road, east on Summit Lake Road to the junction with Harlow Flat Road, east on Harlow Flat Road to the junction with Highway 89, south on Highway 89 to the junction with County Road A19 (McArthur Road), east on County Road A19 to the intersection with Ted Elder Road, north on Ted Elder Road to the intersection with Thousand Springs Road, east on Thousand Springs Road to the intersection with Spring Creek Road (Forest Route 40N04) north on Spring Creek Road to the point of the beginning.

(2) Arthur B. Ripley Desert Woodland State Park Closure Area.

In those portions of Los Angeles County within a line beginning at the junction of Highway 138 and 3 Points Road, east on Highway 138 to the junction with 110th Street West, south on 110th Street West to the intersection with Johnson Road, west on Johnson Road to the intersection with Elizabeth Lake Road, west on Elizabeth Lake Road to the intersection with Pine Canyon Road, west on Pine Canyon Road to the intersection with 3 Points Road, north on 3 Points Road to the point of the beginning.

(3) Bitter Creek and Hopper Mountain National Wildlife Refuges, Fort Tejon State Park, and Carrizo Plain National Monument Closure Area.

In those portions of San Luis Obispo, Kern, Los Angeles, Ventura and Santa Barbara Counties within a line beginning at the intersection of Highway 58 and Branch Mountain Road, east on Highway 58 to the junction with Highway 33, south on Highway 33 to the junction with Highway 166, east on Highway 166 to the junction with Highway 5, south on Highway 5 to the junction with Highway 126, west on Highway 126 to the junction with Highway 150, north and west on Highway 150 to the junction with Highway 33, north on Highway 33 to the intersection with Foothill Road, west on Foothill Road to the intersection with Kirschemann Road, north on Kirschemann Road to the junction with Highway 166, west on Highway 166 to the junction with Cable Corral Road, north and west on Cable Corral Road to the intersection with 35 Canyon Road, north and east on 35 Canyon Road to the intersection with Branch Mountain Road, north on Branch Mountain Road to the point of the beginning.

(4) Bodie State Historic Park Closure Area.

In those portions of Mono County within a line beginning at the point where Highway 182 crosses the California - Nevada State Line, south along the California – Nevada State Line to the point where Highway 167 crosses the California – Nevada State Line, west on Highway 167 to the junction with Highway 395, north on Highway 395 to the junction with Highway 182, north on highway 182 to the point of the beginning.

(5) Castle Crags State Park Closure Area.

In those portions of Siskiyou, Shasta and Trinity Counties, within a line beginning at the junction of Stewart Springs Road and Highway 5, South on Highway 5 to the junction of Highway 5 and Highway 89, east and south on Highway 89 to the junction with County Road 11 (Squaw Valley Road), south on County Road 11 to the point where County Road 11 crosses Connor Creek, south following Connor Creek to Squaw Valley Creek, south following Squaw Valley Creek to the McCloud River arm of Shasta Lake, south following the McCloud River arm of Shasta Lake to the point where Fenders Ferry Road Crosses the McCloud River arm of Shasta Lake, west on Fenders Ferry Road to the intersection with Gilman Road, south and west on Gilman Road to the intersection with Salt Creek Road, north on Salt Creek Road to the intersection with Statton Road, east on Statton Road to the junction with Highway 5, north on Highway 5 to the junction with Delta School Road, south on Delta School Road to the intersection

with County Road 21 (Dog Creek Road), west on County Road 21 to the junction with County Road 106 (East Side Road), north on County Road 106 to the junction with Highway 3, north on Highway 3 to the junction with Parks Creek Road (IP Road), north and east on Parks Creek Road (IP Road / National Forrest 17 / Forest Route 42N17) to the intersection with Stewart Springs Road, north on Stewart Springs Road to the point of beginning.

(6) Chumash Painted Cave State Historic Park Closure Area.

In those portions of Santa Barbara County within a line beginning at the junction of Highway 154 and East Camino Cielo Road, east on East Camino Cielo Road to the intersection with Gibraltar Road, south on Gibraltar Road to the intersection with El Cielito Road, south on El Cielito Road to the junction with Highway 192, east on Highway 192 to the junction with Highway 154, north on Highway 154 to the point of the beginning.

(7) Cibola and Imperial National Wildlife Refuge Closure Area.

In those portions of Imperial County within a line beginning at the junction of Highway 10 and Highway 78 west of Blythe, east on Highway 10 to the California – Arizona state line, south following the California – Arizona state line to the point where Highway 8 (Kumeyaay Highway) crosses the California – Arizona state line, west on Highway 8 to the intersection with Coachella Canal Road, north on Coachella Canal Road to the junction with Highway 78, east and north on Highway 78 to the point of the beginning.

(8) Death Valley National Park Closure Area.

In those portions of Mono, Inyo, San Bernardino and Kern Counties within a line beginning at the point where Highway 266 crosses the California - Nevada State Line north of Oasis, south on Highway 266 to the junction with Highway 168, south on Highway 168 to the junction with Highway 395, south on Highway 395 to the junction with Highway 178 (West Inyokern Road) east on Highway 178 (West Inyokern Road / North China Lake Boulevard / East Ridgecrest Boulevard / Trona Road / Trona Wilderness Road) to the intersection with Ballarat Road, east on Ballarat Road to the intersection with Wingate Road, south on Wingate Road to the boundary of China lake Naval Air Weapons Station, east and south following the boundary of China lake Naval Air Weapons Station to the boundary of Fort Irwin National Training Center, east and south following the boundary of Fort Irwin National Training Center to the point where East Gate MSR Road crosses the boundary of Fort Irwin National Training Center, east on East Gate MSR Road (Silver Lake Road) to the intersection with Powerline Road, east and north on Powerline Road to the intersection with Highway 127 (Death Valley Road), north on Highway 127 to the junction with Highway 178 (Charles Brown Highway), east on Highway 178 to the point where Highway 178 crosses the California – Nevada State Line, north following the California – Nevada State Line to the point of the beginning.

(9) Havasu National Wildlife Refuge Closure Area.

In those portions of San Bernardino County within a line beginning at the point where Highway 95 crosses the Colorado River at the California – Arizona State line in the town of Needles, south following the California – Arizona State Line to the point where Trails End Road intersects Lake Havasu in the town of Lake Havasu, west on Trails End Road to the intersection with Havasu Lake Road, south then west on Havasu Lake Road to the junction with Highway 95, north on Highway 95 to the point of the beginning.

(10) Lassen Volcanic National Park Closure Area.

In those portions of Shasta, Lassen, Plumas and Tehama Counties within a line beginning at the junction of Highway 89 and Highway 44 (Feather Lake Highway) north of the town of Old Station, east on Highway 44 to the junction with County Road 21 (Mooney Road), south on County Road 21 to the junction with Highway 36, east on Highway 36 to the junction with Highway 89, east on Highway 89 (Highway 36 East) to the junction with Forest Route 31N45, north on Forest Route 31N45 to the intersection with Viola Mineral Road (Mineral Road), east and north on Viola Mineral Road to the junction with Highway 44, north and east on Highway 44 to the junction with Highway 89, north on Highway 89 to the point of the beginning.

(11) Lower Klamath, Clear Lake, and Tule Lake National Wildlife Refuges and Lava Beds National Monument Closure Area.

In those portions of Modoc and Siskiyou Counties within a line beginning at the point where Highway 97 crosses the California – Oregon State Line, east following the California – Oregon State Line to the point where County Road 114 (Old Alturas Highway) crosses the California – Oregon State Line, south on County Road 114 to the intersection with County Road 108 (Kowolowski Road), east and south on County Road 108 to the intersection with Steel Swamp Road, south and east on Steel Swamp Road to the intersection with County Road 136 (Clear Lake Reservoir Road), east on County Road 136 to the intersection with Forest Route 46N10, south on Forest Route 46N10 to the intersection with Mowitz Road, south on Mowitz Road to the intersection with Tickner Road, north and west on Tickner Road to the intersection with Highway 139, north on Highway 139 to the junction with County Road 97 (Tionesta Road), west and south on County Road 97 (Tionesta Road / Road 44N01) to intersection with Abandoned Railroad (Forest Route 44N01) north and west on Abandoned Railroad to the intersection with Forest Route 44N05, north on Forest Route 44N05 (Davis Road / Harris Springs Road) to the intersection with Willow Creek and Red Rock Road, north on Willow Creek and Red Rock Road to the intersection with Dorris Brownell Road, west and north on Dorris Brownell Road to the intersection with Center Street, north on Center Street to the intersection with County Road 97, north on County Road 97 to the point of the beginning.

(12) Modoc National Wildlife Refuge Closure Area.

In those portions of Modoc County within a line beginning at the point where Highway 395 crosses Parker Creek, east following Parker Creek to the point where County Road 58 (Parker Creek Road) crosses Parker Creek, west on County Road 58 to the intersection with County Road 48 (Parker Creek Road), south on County Road 48 to the intersection with County Road 56 (Parker Creek Road), south and east on County Road 56 to the intersection with West Warner Road, south on West Warner Road to the junction with County Road 64 (Jess Valley Road), south and then west on County Road 64 to the junction with Highway 395, north on Highway 395 to the point where Highway 395 crosses the South Fork of the Pit River, north following the South Fork of the Pit River to the point where County Road 54 (North West Street) crosses the South Fork of the Pit River, south then west on County Road 54 to the intersection with County Road 75, north on County Road 75 to the junction with Highway 299, east on Highway 299 to the junction with Highway 395, east on Highway 395 to the point of the beginning.

(13) Red Rock Canyon State Park Closure Area.

In those portions of Kern County within a line beginning at the intersection of Highway 14 (Aerospace Highway) and Bowman Road south of Indian Wells, east on Bowman Road to the intersection with Mesquite Canyon Road, south on Mesquite Canyon Road to the intersection with Redrock Randsburg Road, west and south on Redrock Randsburg Road to the junction with Highway 14 (Midland Trail Road), west and south on Highway 14 to the intersection with Jawbone Canyon Road, north and west on Jawbone Canyon Road to the intersection with the Los Angeles Aqueduct, north on the Los Angeles Aqueduct to the intersection with Highway 178, east on Highway 178 to the junction with Highway 14 (Aerospace Highway), north on Highway 14 to the point of the beginning.

(14) Saddleback Butte State Park and Antelope Valley Indian Museum Closure Area.

In those portions of Los Angeles County within a line beginning at the intersection of East Avenue J and 150th Street E, east of Lancaster, east on East Avenue J to the intersection with 240th Street East, south on 240th Street East to the intersection with East Avenue O, west on East Avenue O to the intersection with 150th Street East, north on 150th Street East to the point of the beginning.

(15) Shasta State Historic Park Closure Area.

In those portions of Shasta County within a line beginning at the junction of Highway 299 and Rock Creek Road, north and east on Rock Creek Road to the intersection with Iron Mountain Road, south on Iron Mountain Road to the junction with Middle Creek Road, west on Middle Creek Road to the intersection with Red Bluff Road, south on Red Bluff Road to the intersection with Muletown Road, south and then west on Muletown Road to the intersection with Paige Bar Road, west then north on Paige Bar Road to the intersection with John Fitzgerald Kennedy Memorial Road, north on

John Fitzgerald Kennedy Memorial Road to the junction with Highway 299, south on Highway 299 to the point of the beginning.

(16) Tomo-Kahni State Historic Park Closure Area.

In those portions of Kern County within a line beginning at the intersection of Umfalozi Road and Umtali Road northeast of Tehachapi, east on Umtali Road to the intersection with Sand Canyon Road, south on Sand Canyon Road to the intersection with Tehachapi Boulevard, east on Tehachapi Boulevard to the intersection with Williamson Road, north on Williamson Road to the intersection with Umfalozi Road, north on Umfalozi Road to the point of the beginning.

(17) Weaverville Joss House State Historic Park Closure Area.

In those portions of Trinity County within a line beginning at the point where Highway 299 crosses West Weaver Creek, south on Highway 299 to the intersection with Mill Street, south on Mill Street to the point where Mill Street crosses West Weaver Creek, north and east following West Weaver Creek to the point of the beginning.

(18) William B. Ide Adobe State Historic Park Closure Area.

In those portions of Tehama County within a line beginning at the point where Highway 5 crosses the Sacramento River north of Red Bluff, north on Highway 5 to the junction with Adobe Road, north on Adobe Road to the intersection with Wintu Lane, east on Wintu Lane to the intersection with Adobe Road, north on Adobe Road to the point where Adobe Road crosses Blue Tent Creek, south following Blue Tent Creek to the point where Blue Tent Creek joins the Sacramento River, south following the Sacramento River to the point of the beginning.

Note: Authority cited: Sections 200, 202, ~~203~~, and 4150, and 4155, Fish and Game Code. Reference: Sections 3960, ~~and 4150~~, and 4155, Fish and Game Code.

OPTION ONE (cont.)

Section 479, Title 14, CCR, is amended to read:

§ 479. Bobcat Pelts.

Bobcat pelts may be taken only pursuant to the provisions of sections 465.5, ~~and 478,~~ and 478.1 of these regulations.

~~(a) Any person who takes a bobcat shall, at any time during the trapping season or within 14 days after the end of the bobcat season, have the following appropriate department mark or tag affixed to the pelt.~~

~~(1) Pelts from bobcats taken under a hunting license shall be tagged as provided in Section 478.1. Pelts taken by a licensed trapper for only his personal use shall, at no cost, be marked by the department. Such pelts shall not be sold.~~

~~(2) Pelts from bobcats taken for commercial purposes under a trapping license and Bobcat Trapping Validation shall be tagged within 14 days after the end of the bobcat trapping season with a department shipping tag even if the pelts are possessed for personal use. A nonrefundable administrative fee specified in Section 702 shall be charged for the issuance of each shipping tag.~~

~~(3) Except during the bobcat trapping season and 14 days thereafter, it shall be unlawful for the holder of a trapping license, with or without a Bobcat Trapping Validation, to possess any bobcat pelt or parts without an attached department shipping tag. This subdivision shall not apply to pelts bearing a department mark.~~

~~(b) It is unlawful for any person to sell, offer for sale, barter, trade, purchase, transport from this state, or offer for out-of-state shipment by any common carrier any bobcat pelts, or parts thereof unless the department has affixed a shipping tag to the pelt or parts thereof.~~

~~(c) Shipping tags and marking are available from the department. All persons taking bobcat pelts for personal or commercial use under regulations adopted provisions established by the commission must personally present the pelt to a representative of the department for placement of the nontransferable tag or mark and shall furnish the following:~~

~~(1) Date of take;~~

~~(2) County of take and nearest major geographical landmark;~~

~~(3) Sex; and~~

~~(4) Method of take (trap, call or hounds); and~~

~~(5) Trapping license with Bobcat Trapping Validation.~~

~~(d) The department shall mark bobcat pelts and issue bobcat shipping tags for export of pelts at designated department offices during the trapping season and for a 14-day period immediately following the trapping season.~~

~~An administrative fee of \$3.00 shall be charged for the issuance of each shipping tag. There is no fee for marking bobcat pelts not for sale.~~

~~(d)-(e) It is unlawful for any person to import, receive from out-of-state, or receive for sale, any bobcat pelt, or parts thereof that is not:~~

~~(1) Marked with the current export or shipping tag from the state of origin; and-~~

~~(2) Accompanied by an import a declaration of entry in accordance with Section 2353 of the Fish and Game Code, and specifying the number and kind of raw pelts in~~

the shipment, the state in which the bobcats were taken, the license number under which they were taken and attesting that they were legally taken. This documentation shall be exhibited upon the demand of the department. ~~Demonstration of the declaration of entry, pelt ownership and proof of legal take and marking is required of anyone receiving bobcat pelts from out of state upon the request of the department.~~ The provisions of subsections (a), (b) and (c) shall not apply to raw bobcat pelts, or parts thereof, which were not taken in California.

Note: Authority cited: Sections 3003.1, ~~and~~ 4150, and 4155, Fish and Game Code.

Reference: Sections 3003.1, ~~and~~ 4150, and 4155, Fish and Game Code.

OPTION ONE (cont.)

Section 702 is amended to read:

§ 702. Hunting Applications, Tags, Seals, Permits, Reservations and Fees.

. . . [No changes to subsections (a) through (c)

(d) Bobcat Trapping Validations and Bobcat Shipping Tags

(1) 2015/2016 Bobcat Trapping Validation [\$ 0 – 1,325]

(2) 2015/2016 Bobcat Shipping Tag [\$ 0 – 245]

~~(d)~~ (e) Pursuant to the provisions of Section 699, Title 14, the department shall annually adjust the fees of all licenses, stamps, permits, tags, or other entitlement required by regulations set forth in this section.

Note: Authority cited: Sections 200, 202, 203, 215, 220, 331, 332, 713, 1050, 1055, 1055.1, 1572, 4155, 4331, 4336 and 10502, Fish and Game Code. Reference: Sections 200, 202, 203, 203.1, 207, 215, 219, 220, 331, 332, 713, 1050, 1055, 1055.1, 1570, 1571, 1572, 1573, 3950, 3951, 4155, 4302, 4330, 4331, 4332, 4333, 4336, 4340, 4341, 4652, 4653, 4654, 4655, 4657, 4750, 4751, 4752, 4753, 4754, 4755, 4902, 10500 and 10502, Fish and Game Code.

OPTION TWO (Complete Ban)

REGULATORY TEXT

Section 478, Title 14, CCR, is amended to read:

§ 478. Bobcat.

~~Except as provided in subsection (c) below no person shall pursue, take or possess any bobcat without first procuring a trapping license or a hunting license and bobcat hunting tags. The pursuit, take and/or possession of a bobcat under the authority of a hunting license and a bobcat hunting tag shall be in accordance with the provisions of this section and sections 472, 473, 474, 475, 478.1 and 479 of these regulations.~~

~~Bobcats taken under the authority of a trapping license shall be taken with traps or other means in accordance with this section and sections 465, 465.5 and 475. Bobcats taken under a trapping license must be tagged in accordance with the provisions of Section 479.~~

~~(a) Trapping Season and Area: Bobcat may only be taken under the authority of a trapping license as follows:~~

~~(1) Area: Statewide.~~

~~(2) Season: November 24 through January 31.~~

~~(b) Hunting Season and Area: Bobcats may only be taken under the authority of a hunting license and bobcat hunting tags as follows:~~

~~(1) Area: Statewide.~~

~~(2) Season: October 15 through February 28.~~

~~(c) Bag and Possession Limit:~~

~~(1) Bobcats taken under a hunting license and bobcat hunting tags: Five bobcats per season.~~

~~(2) Bobcats taken under a trapping license: No limit.~~

~~(d) This section shall not apply to bobcats trapped under the provisions of sections 4152 and 4180 of the Fish and Game Code (also see Section 480 of these regulations).~~

(a) It shall be unlawful to pursue, take or possess any bobcat without first procuring a hunting license and bobcat hunting tags. This section shall not apply to bobcats taken pursuant to Section 4152 of the Fish and Game Code and Section 401 of these regulations.

(b) Hunting: The pursuit, take, or possession of a bobcat under the authority of a hunting license and a bobcat hunting tag shall be in accordance with the provisions of Section 3960 of the Fish and Game Code, this section, and sections 472, 473, 474, 475, 478.1 and 479 of these regulations. Bobcats may be taken statewide under the authority of a hunting license and bobcat hunting tags between October 15 through February 28. The bag and possession limit is five bobcats per season.

(c) Trapping: It shall be unlawful to trap any bobcat, or attempt to do so, or to sell or export any bobcat or part of any bobcat taken in the State of California. Any holder of a trapping license who traps a bobcat shall immediately release the bobcat to the wild unharmed.

Note: Authority cited: Sections 200, 202, ~~203~~, and 4150, and 4155, Fish and Game Code. Reference: Sections 3960, ~~and 4150~~, and 4155, Fish and Game Code.

OPTION TWO (Complete Ban cont.)

Section 479, Title 14, CCR, is amended.

§ 479. Bobcat Pelts.

~~Bobcat pelts may be taken only pursuant to the provisions of sections 465.5 and 478 of these regulations.~~

~~(a) Any person who takes a bobcat shall, at any time during the trapping season or within 14 days after the end of the bobcat season, have the following appropriate department mark or tag affixed to the pelt.~~

~~(1) Pelts from bobcats taken under a hunting license shall be tagged as provided in Section 478.1. Pelts taken by a licensed trapper for only his personal use shall, at no cost, be marked by the department. Such pelts shall not be sold.~~

~~(2) Pelts from bobcats taken for commercial purposes under a trapping license shall be tagged with a department shipping tag.~~

~~(b) It is unlawful for any person to sell, offer for sale, barter, trade, purchase, transport from this state, or offer for out-of-state shipment by any common carrier any bobcat pelts, or parts thereof unless the department has affixed a shipping tag to the pelt or parts thereof.~~

~~(c) Shipping tags and marking are available from the department. All persons taking bobcat pelts under provisions established by the commission must personally present the pelt to a representative of the department for placement of the nontransferable tag or mark and shall furnish the following:~~

~~(1) Date of take;~~

~~(2) County of take and nearest major geographical landmark;~~

~~(3) Sex; and~~

~~(4) Method of take (trap, call or hounds).~~

~~The department shall mark bobcat pelts and issue bobcat shipping tags for export of pelts at designated department offices during the trapping season and for a 14-day period immediately following the trapping season.~~

~~An administrative fee of \$3.00 shall be charged for the issuance of each shipping tag. There is no fee for marking bobcat pelts not for sale.~~

(a) Except for bobcats taken under a hunting license and tagged with a bobcat hunting tag as set forth in Section 478.1, or as provided in subsection 479(b), it shall be unlawful for any person to possess, whether for sale, export, or personal use, any bobcat pelt or part thereof taken in California without a department mark or shipping tag affixed to the pelt or part. After November 1, 2015, the department shall not affix a department mark or shipping tag on any bobcat pelt.

~~(d)(b) It is unlawful for any person to import, receive from out-of-state, or receive for sale, any bobcat pelt, or parts thereof that is not:~~

~~(1) Marked with the current export or shipping tag from the state of origin.~~

~~(2) Accompanied by an import declaration in accordance with Section 2353 of the Fish and Game Code, and specifying the number and kind of raw pelts in the shipment, the state in which the bobcats were taken, the license number under which they were taken and attesting that they were legally taken. Demonstration of the declaration of entry, pelt ownership and proof of legal take and marking is required of anyone receiving bobcat~~

pelts from out-of-state upon the request of the department. ~~The provisions of subsections (a), (b) and (c) shall not apply to raw bobcat pelts, or parts thereof, which were not taken in California.~~

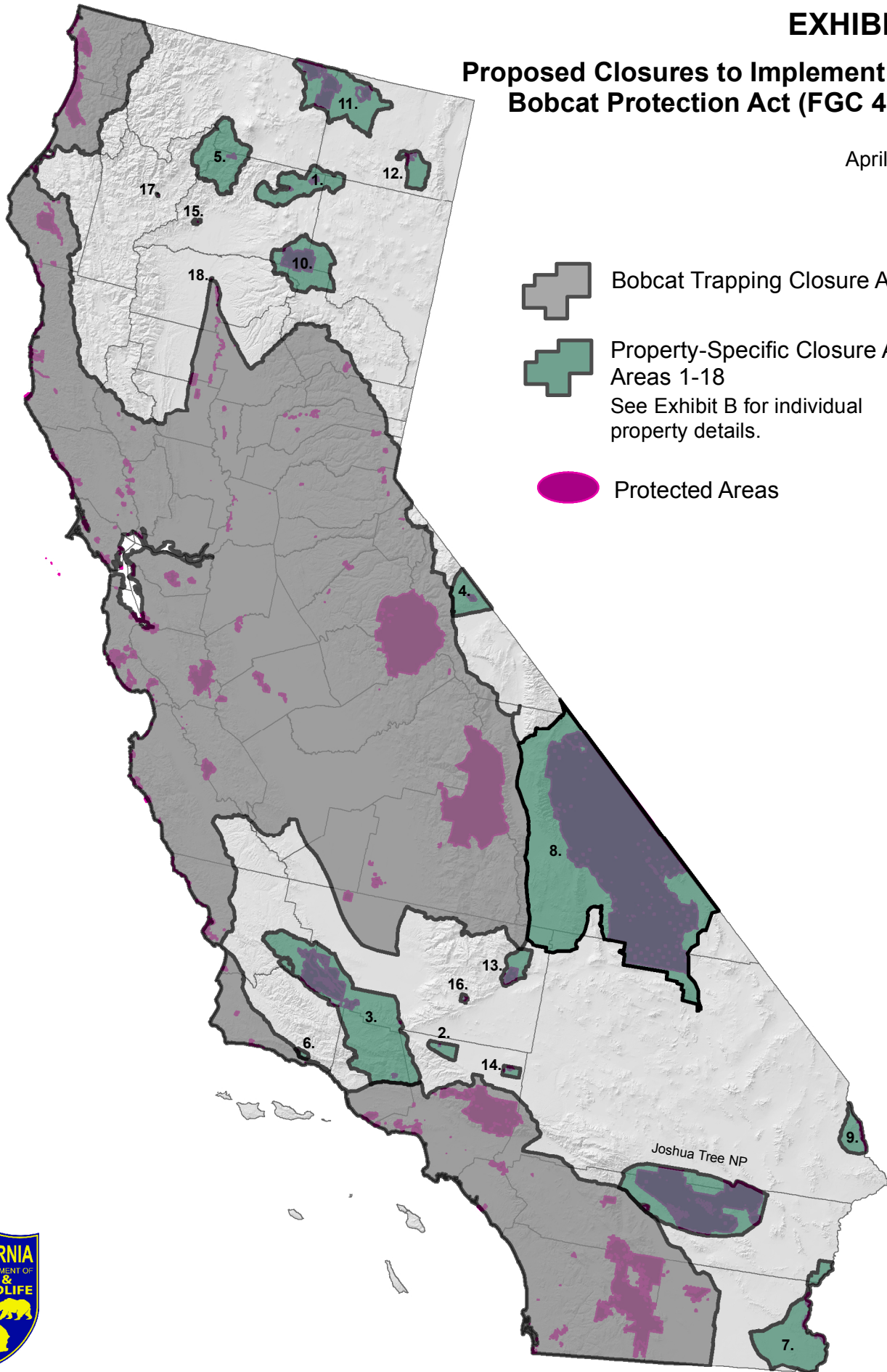
Note: Authority cited: Sections 3003.1, ~~and 4150, and 4155~~, Fish and Game Code.

Reference: Sections 3003.1, ~~and 4150, and 4155~~, Fish and Game Code.

EXHIBIT D

Proposed Closures to Implement the Bobcat Protection Act (FGC 4155)

April 2015



Bobcat Trapping Closure Area



Property-Specific Closure Area
Areas 1-18

See Exhibit B for individual
property details.



Protected Areas





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

Departments: CAO, County Counsel

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

John-Carl Vallejo

SUBJECT Proposed Ordinance Regarding Hwy 108 Truck Restriction

AGENDA DESCRIPTION:

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

Proposed ordinance of the Mono County Board of Supervisors recommending the prohibition of vehicles and combination vehicles with an overall length greater than 30 feet king pin to rear axle from accessing an easterly segment of State Route 108.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance #ORD15-_____, recommending the prohibition of vehicles and combination vehicles with an overall length greater than 30 feet king pin to rear axle from accessing an easterly segment of State Route 108. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: John-Carl Vallejo

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

[Staff Report](#)

[Ordinance](#)

[Truck Report](#)

History

Time	Who	Approval
6/4/2015 9:53 AM	County Administrative Office	Yes
6/3/2015 3:39 PM	County Counsel	Yes
6/4/2015 5:23 AM	Finance	Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
www.monocounty.ca.gov

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

June 9, 2015

TO: Honorable Chair and Members of the Board of Supervisors

FROM: John-Carl Vallejo, Deputy County Counsel
Scott Burns, Director

RE: STATE ROUTE 108 TRUCK RESTRICTION

RECOMMENDATION

Following the receipt of public testimony, direct staff to file a notice of exemption from the California Environmental Quality Act and adopt ordinance ___, recommending prohibition of trucks exceeding 38 feet kingpin-to-rear axle (KPRA) on State Route (SR) 108 from the Mono/Tuolumne County line, postmile (PM) 0.0, to the winter closure gate at PM 9.8.

FISCAL IMPACT

No impact to general fund. Positive impact on local economy as highway road closures will be reduced.

DISCUSSION

At the request of Caltrans, and as a follow-up to Board direction in January, the attached Truck Restriction Report and ordinance have been drafted to assist in imposing truck restrictions on California State Route 108. The report has been drafted by Caltrans District 9 with input from Mono County staff; local residents via the Bridgeport Valley and Antelope Valley Regional Planning Advisory Committees (RPAC); and agencies such as the California Highway Patrol, Marine Corps Mountain Warfare Training Center and adjacent Tuolumne County.

As the attached report details, “trucks have difficulty navigating SR 108 from PM 0.0 to 9.8 due to small-radius curves, steep grades, and power loss experienced at high altitude. The warping of the roadway through the super-elevation transitions of the reversing curves at PM 4.5 also creates traction problems that compound these factors. Trucks must off-track into the opposing lane and onto the unpaved shoulders to navigate many of the curves between PM 0.0 and 9.8. Trucks blocking the road interrupt the flow of traffic including any potential emergency response vehicles or equipment on SR 108. When trucks get stuck they frequently end up crushing roadside vegetation and risk spilling their load. Traffic can be blocked for several hours while Caltrans, California Highway Patrol (CHP), and tow services attend to the situation.”

Caltrans is not unilaterally authorized to prohibit truck travel on State highways. The California Vehicle Code allows counties to restrict, by ordinance or resolution, commercial vehicles subject to specific conditions in the law. In conjunction with Caltrans, Mono County has drafted an ordinance to prohibit travel by trucks greater than 38 feet KPRA from PM 0.0 to PM 9.8.

A public notice inviting comment on and review of the attached draft ordinance and report was published in local newspapers, and Caltrans District 9 staff, including Deputy District Director Ryan Dermody and District Engineer Terri Erlwein, have presented the concept to both the Bridgeport and Antelope Valley RPACs. Comments to date have been supportive, and no comments in opposition have been received.

Any comments received following the preparation of this staff report will be presented at the Tuesday agenda item. If approved, the ordinance and report will be forwarded to Caltrans for further processing, with the effective date of the restriction occurring upon approval by the Caltrans Director and installation of signs notifying of the truck restrictions.

Please call John-Carl Vallejo at 932-5406 or Scott Burns at 924-1807 if you have questions concerning this matter.

ATTACHMENT

Ordinance No. __

Truck Restriction Report



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ORDINANCE NO. 15-__
AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS RECOMMENDING THE PROHIBITION OF
VEHICLES AND COMBINATION VEHICLES WITH AN OVERALL LENGTH
GREATER THAN 38 FEET KING PIN TO REAR AXLE FROM ACCESSING AN
EASTERLY SEGMENT OF STATE ROUTE 108

WHEREAS, the California Department of Transportation (Caltrans) has determined that certain large vehicles and combination vehicles described herein, cannot travel on the westerly segment of State Route 108, specified herein, without crossing over the center stripe; and

WHEREAS; Caltrans has determined that this problem can only be resolved by imposing the herein identified restrictions; and

WHEREAS, the County of Mono is requested to support Caltrans' findings and recommendations regarding State Route 108, a highway within the exclusive jurisdiction of the State of California.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS that:

SECTION ONE: The County of Mono concurs with Caltrans and recommends that vehicles and combination vehicles with an overall length greater than thirty eight (38) feet king pin to rear axle (KPRI) be prohibited access to State Route 108 from postmile (PM) 0.0 (Mono County/Tuolumne County line) to PM 9.8 (closure gate west of Marine Corps Mountain Warfare Training Center).

SECTION TWO: This action, taken at the request of the California Highway Patrol and Caltrans, shall have no effect on the continuing legal responsibilities of the State of California, by and through Caltrans, for the continued and future maintenance of the subject highway and for its duty to the users of said State highway.

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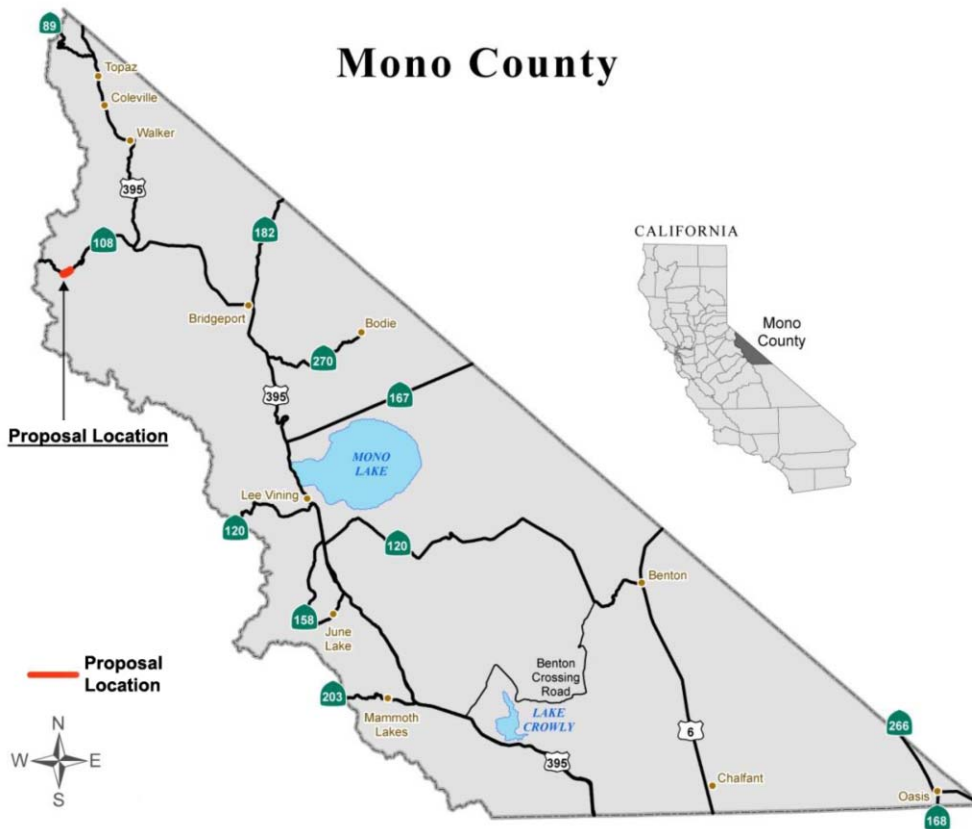
Truck Restriction Report California State Route 108



In Caltrans District 9 in Mono County on State Route 108 near Sonora Junction from the Tuolumne/Mono County Line to the Winter Closure Gate at Postmile 9.8

TRUCK RESTRICTION REPORT FOR MONO COUNTY DRAFT RESOLUTION 15-___.

LOCATION MAP



In Caltrans District 9 in Mono County on State Route 108 near Sonora Junction from the Tuolumne/Mono County Line to the Winter Closure Gate at Postmile 9.8

1. PROPOSAL

The proposed project involves implementing a restriction in truck length on the westerly portion of State Route (SR) 108 in Mono County from the Mono/Tuolumne County line, postmile (PM) 0.0, to the winter closure gate at PM 9.8; west of the Marine Corps Mountain Warfare Training Center (MCMWTC). The restriction would prohibit vehicles longer than 38 feet kingpin to rear axle (KPRI) west of the MCMWTC, which is a terminus for the Surface Transportation Assistance Act (STAA) portion of SR 108. This restriction would prohibit all STAA-sized vehicles and the majority of CA Legal-sized trucks.

The STAA allows large trucks to operate on Interstate and certain Federal Aid Primary System routes - collectively called the National Network. In California the STAA Network consists of the National Network and Terminal Access routes. STAA trucks are limited to the STAA Network routes.

California Legal (CA Legal) trucks can travel on STAA, CA Legal, and CA Legal Advisory routes. CA Legal trucks have access to the entire State highway system except where prohibited. California statutes limit the overall length of a tractor semi-trailer combination to 65 feet for truck operation on all highways in California unless National Network provisions apply. For the designated CA Legal tractor semi-trailer combination, the law limits the KPRI length to 40 feet for semi-trailers with two or more axles and 38 feet for a single-axle semi-trailer.

SR 108 in Mono County, from the MCMWTC at PM 11.073 to the junction of US 395 at PM 15.15 is considered a Terminal Access route and part of the STAA network. Therefore, lawful access by the longer federally legal STAA combination vehicles is allowed.

Between PM 0.0 and PM 11.073 STAA trucks are prohibited and only CA Legal combination vehicles are currently allowed. SR 108 in Mono County between PM 0.0 and PM 11.073 has an existing advisory 30-foot maximum KPRI length designation per the Caltrans Truck Networks on California State Highways Map. SR 108 in Tuolumne County between PM 31.3 and PM 46.4 has an advisory 30-foot maximum KPRI length designation on the Caltrans Truck Networks on California State Highways Map (see Attachment A - *Truck Networks on California State Highways – Districts 9 & 10*).

Caltrans is not unilaterally authorized to prohibit truck travel on State highways. California Vehicle Code (CVC) sections 21101 through 21104, 35400 through 35401 and 35701 through 35715 allow cities and counties to restrict, by ordinance or resolution, commercial vehicles subject to the specific conditions in those sections. In conjunction with Caltrans, Mono County has drafted an ordinance to prohibit travel by trucks greater than 38 feet KPRI from PM 0.0 to PM 9.8 (see Attachment B - *Mono County Draft Resolution* and Attachment C - *Relevant CVC*).

2. JUSTIFICATION

Trucks have difficulty navigating SR 108 from PM 0.0 to 9.8 due to small radius curves, steep grades, and power loss experienced at high altitude. The warping of the roadway through the super-elevation transitions of the reversing curves at PM 4.5 also creates traction problems that compound these factors. Trucks must off-track into the opposing lane and onto the unpaved shoulders to navigate many of the curves between PM 0.0 and 9.8. Trucks blocking the road interrupt the flow of traffic, including any potential emergency response vehicles or equipment on SR 108. When trucks get stuck they frequently end up crushing roadside vegetation and risk spilling their load. Traffic can be blocked for several hours while Caltrans, California Highway Patrol (CHP), and tow services attend to the situation. The approximate average per hour cost for delay and response is \$1,981.

Existing Geometrics:

Between the Tuolumne/Mono County line and US 395 there are several grades steeper than 20%, and seven curves with radii less than 100 feet that turn through more than 80 degrees. Of all of the locations on SR 108 in Mono County, the curves between PM 4.5 and 4.6 have the most extreme geometrics. This location consists of reversing curves, a 91-foot radius curve to the right followed immediately by an 89-foot radius curve to the left. The super-elevation rotation compounded with the steep longitudinal profile results in an instantaneous gradient of 29% at about PM 4.56, the point where the curve reverses. Both of the curves turn over 80 degrees. There are 11-foot-wide lanes with no paved shoulders along this section. Only about two feet of dirt shoulder is restricted by a rock escarpment on one side and a steep embankment on the other.

Operational and Safety Considerations:

According to Bishop, Sonora and Merced CHP dispatch records, stuck trucks have blocked SR 108 for one to six hours, approximately 80 separate times between January 2005 and February 2010 (see Attachment D - *Mapping of Frequency of Stuck Vehicles on SR 108 By Location* and Attachment E - *Summary of CHP Dispatch Logs - Stuck Vehicles*). Forty-one of the 80 incidents occurred at PM 4.5. Nearly every one of these incidents involved five axle truck and trailer combinations. At least 78% (32 of 41) of the trucks stuck at PM 4.5 were STAA-sized trucks. According to CHP radio logs only seven trucks became stuck to the west of PM 0.0 and 4.5. The exact location of 11 of the 80 incidents could not be determined by the CHP dispatch records. There is no evidence that buses get stuck on SR 108.

A video camera study at PM 4.5 between August 7, 2010, and August 30, 2010, recorded a total of 39 trucks during that period for an average truck volume of 1.70 trucks/day. Of the 39 trucks that passed PM 4.5, two became stuck and all 39 off-tracked into the opposing lane. That would indicate an average rate of 5% of the trucks that get to PM 4.5 get stuck at PM 4.5. All stuck trucks were traveling uphill, westbound.

Westbound trucks have no opportunity to turn around once past PM 9.8. Trucks risk getting stuck if they stop; due to insufficient traction, power, or truck-turning radius.

Stuck trucks often completely block the road; causing major delays and requiring Caltrans and/or CHP personnel to direct traffic. Tow trucks from Lee Vining or Walker often cannot get around the truck trailer to access the cab, and must come from Tuolumne County on the west side of the Sierra. The response time from Tuolumne is usually more than one hour.

Off-tracking occurs when the rear wheels of a vehicle do not follow the same path as the front wheels as a vehicle negotiates a turn. Longer vehicles off-track more than shorter vehicles. Additionally, off-tracking increases as curve radius decreases. The short-curve radii combined with long trucks negotiating curves along SR 108 can result in significant off-tracking. The photo below illustrates the off-tracking that occurs at PM 7.0, the first short-radius curve that a westbound truck will encounter. The green lines simulate the innermost and outermost wheel tracks for a 40' King Pin-to-Rear Axle (KPR) truck. As seen in this photo, the truck occupies the opposing lanes in order to make the turn. Trucks are making this move while unable to see approaching traffic.



MNO 108 – Example of Truck Off-Tracking at PM 7.0

Current Regulations, Policy, and Signage on SR 108

SR 108 Trucking Route Designations – Districts 9 and 10

Begin PM	End PM	Trucking Route Designation
TUO 31.3	MNO 11.073	CA Legal Advisory Route – 30-foot KPR Advisory
MNO 11.073	MNO 15.1	Terminal Access Route – STAA allowed

Yellow and black warning signs posted on US 395 northbound and southbound just before SR 108 caution drivers; “Tractor-Semis over 30 feet King Pin to Rear Axle Not Advised on 108 Over Sonora Pass.” Four yellow and black advisory signs are posted on westbound SR 108.

Advisory Signs on SR 108

Location	Message/Description of Sign
PM 15.1	“ Steep grades ahead not advisable for trucks or trailers ”
PM 14.6	“ 26% grade 10 miles ahead ” / This is a pictorial sign showing a tractor and trailer on a grade.
PM 11.2	“ Tractor-semis over 30 feet kingpin-to-rear axle not advised ” “ End STAA Truck Route ” symbol posted on both sides of the road
PM 7.3	“ Sonora Pass Ahead Steep and Narrow Grade Not Advisable to tow House Trailers ”

Note: All signs face westbound drivers

At PM 11.2 there is a blue and white “End T” sign indicating that Terminal access to the STAA trucks stops at the USMC MWTC. According to the CHP, this California sign is not understood by most out-of-state truck drivers. As a result, some STAA trucks continue beyond this point into the sections of SR 108 where STAA trucks are prohibited.

The *Trucker Road Atlas Map Book* and the STAA maps delineate the highway as being restricted to STAA combination vehicles. However, common road atlases and maps produced for the general public do not show that restriction. In addition, programs for laptop computers and GPS devices do not show the restrictions. With the high cost of fuel and maintenance, trucking companies and drivers seek out shorter routes of travel from the Eastern Sierra to the west side of the mountains. The STAA restriction and the advisory signing are not effective at stopping over-length trucks from using SR 108.

Alternatives Considered

In the past, trucks towing "Trailerhouses" frequently departed the road at PM 4.5 due to brake failure, thus the name “Trailerhouse Curve” was given to the reversing curves at this location. In 1990, the District 9 Traffic Engineer drafted a Traffic Report that discussed two build and two no build alternatives. The alternatives proposed in the report were to straighten curves at PM 4.5 and 7.0, and/or to install regulatory signage and turn-arounds for trucks. As a result of this report, a project to realign SR 108 at Trailerhouse Curve was proposed in 1999 for the District 9 Minor Program. Initial scoping was completed on this project, but it was not developed to the point of having an approved Project Report with an Environmental Document. The project was never funded and was ultimately dropped due to environmental concerns and lack of funding.

Advisory signage was installed around the year 2000, however trucks continue to use SR 108 at a rate of about 1.7 trucks/day. About 5% of the trucks that manage to get to PM 4.5 from the east, traveling westbound, get stuck at PM 4.5.

In 2011, Caltrans District 9 Project Development wrote a Feasibility Study to look at alternative project ideas for realigning SR 108. Five alternatives were presented and analyzed. Alternative 4 was a truck length restriction and is being pursued with this proposal.

The effectiveness of a maximum KPRA length restriction is dependent upon enforcement by the CHP. Four advisory signs posted for westbound traffic warn truckers of the geometric restrictions ahead (see table “Advisory Signs on SR 108” above). A regulatory restriction on STAA-sized trucks currently exists on SR 108 in Mono County between PM 0.0 and 11.4 (CVC Sections 35400 (a), 35401 (a) and 35401.5 (a)). With the current regulatory restriction and the four advisory signs posted for westbound traffic STAA trucks still travel or attempt to travel over Sonora Pass. 78% (32 of 41) of the vehicles stuck at PM 4.5 were STAA trucks, trucks that are already statutorily prohibited.

Environmental Conditions:

It is anticipated that this project will require a Categorical Exemption under the California Environmental Quality Act (CEQA). Mono County determined the following : the proposed regulation is exempt from CEQA as a Categorical Exemption Class 1, existing highway operation with no expansion of use; addition of safety devices for existing structures (including navigational devices); and new copy on existing signs. Also as a Class 8 regulatory agency action for protection of the environment; and as a Class 11 exemption for signs appurtenant to institutional facilities. The project is also covered by the general rule exemption (section 15061), which provides that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Land Use:

SR 108 begins at SR 132 in Modesto (Stanislaus County) and ends at Sonora Junction in Mono County. 15.15 miles of SR 108 is within Mono County, Caltrans District 9. Within Mono County the elevation of SR 108 varies from approximately 9,628 feet at Sonora Pass to 6,900 feet at US 395. SR 108 is a two-lane conventional highway classified as a minor arterial. It is an Interregional Road System route and is eligible for status as a State Scenic Highway. The existing two-lane conventional highway has 11-foot lanes and no shoulders in the area of potential restriction. Caltrans has a Federal Highway Administration easement, 100 feet wide centered on the existing alignment.

SR 108 is also a Forest Highway (FH-038) serving the Stanislaus and Toiyabe national forests. There are 21 US Forest Service (USFS)-owned campgrounds on the route. The USFS owns most of the land along SR 108, with an easement for the MCMWTC. The USFS Bridgeport Ranger District has indicated no logging or mining operations in Mono County that are dependent upon use of SR 108. Cattle graze the pastures along SR 108 in Mono County, where fencing prevents them from entering the highway.

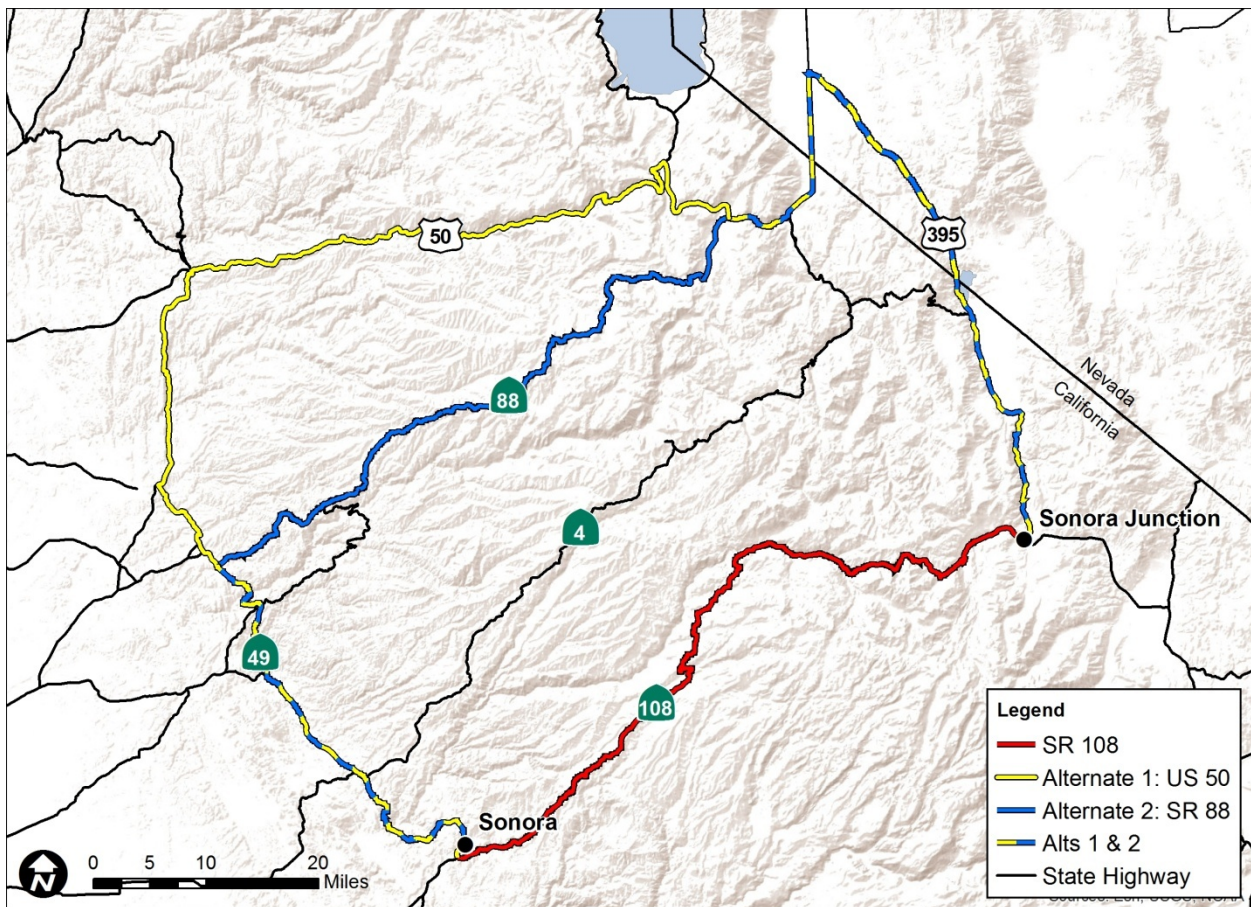
In Mono County SR 108 primarily serves recreational and MCMWTC traffic during the summer months. The *US 395 Origination and Destination Study* conducted during the summer of 2011 showed that approximately 50% of the trips on SR 108 are for recreational purposes. Due to severe winter weather conditions, SR 108 between PM 0.0 to PM 9.84 is usually closed from

November to May, for an annual average of 177 days. Only the section from US 395 to the MCMWTC is kept open year round.

In Tuolumne County, on the west side of the Sierra, SR 108 is typically closed in the winter between PM 37.40 at the first closure gate beyond Strawberry and PM 66.97 at the Mono County Line. Truck traffic volume tapers down to about 2% by the time it nears the Mono County Line. Truck traffic on SR 108 west of Sonora Pass is a mixture of timber-hauling trucks, delivery trucks, and recreational vehicles.

SR 108 is currently operating at a Highway Capacity Level of Service (LOS) C. There are no capacity increasing projects being proposed for SR 108 due to the steep mountainous terrain and environmental constraints; therefore the concept LOS D is acceptable. Because SR 108 is in an environmentally sensitive area and funding constraints, the highway will likely remain a two-lane conventional highway between PM 0.0 and PM 15.15, the entire length of SR 108 in Mono County, for the foreseeable future.

Alternative Routes



If a truck restriction is put in place on SR 108, existing routes already approved for truck use will be recommended. SR 108 and nearby routes all traverse the same alpine terrain and high mountain areas. US 50 is the recommended truck route under the proposed restriction. US 50

remains open year-round and is subject to winter driving conditions. US 50 is predominantly four lanes from Carson City, NV, to the junction with US 99 in California. When traveling north on US 395 and then west, many travelers use SR 88 and SR 89 to get to US 50. This route is shorter than using US 395 to US 50 and is open year round and approved for trucks. The SR 88 and SR 89 portions are two-lane with few passing opportunities.

SR 88 is also open to trucks and is open year round, but is two-lane conventional highway with few passing opportunities and is subject to winter driving conditions. Interstate 80 is also a trans-Sierra route, but it is considerably longer than either US 50 or SR 88 to get to Sonora. If a truck destination is Sacramento, the Bay Area or points north, Interstate 80 is the most appropriate route.

Economic Analysis

If trucks greater than 38 feet are prohibited on US 108, the driving distance between the US 395/SR 108 junction and the SR 108/SR 49 junction (in Sonora) would be 91 and 113 miles longer by the two shortest alternatives. The distances are :

- Via SR 108 - 80 miles.
- Via SR 88 - 171 miles.
- Via SR 89 to US 50 - 196 miles.

There are approximately two trucks per day that use SR 108 to get to Sonora. The extra fuel cost to drive SR 88 would be \$273 at \$3 per gallon for fuel and to drive SR 88 to US 50 would be \$339 more than SR 108 at \$3 per gallon for fuel.

Some stuck truck incidents last only one hour and some go as long as 6 hours. Assuming a stuck truck incident averages three hours, the number of vehicles caught in a three-hour delay would be approximately 150 (50 cars per hour). According to the Caltrans Traffic Management Plans delay costs, the cost per car per hour for delay is \$12.07. This would result in a cost of \$3620 per incident just for delay for cars (50 cars for three hours, 50 cars for two hours and 50 cars for one hour). The cost per hour per truck from the same source is \$29.86, resulting in a cost of \$90 per incident for the truck delay. The cost for a tow truck capable of moving an STAA size semi-truck is \$300 per hour according to the single local tow company. The tow company starts the charges when they leave their facility. For a three-hour incident, there will generally be five hours charged for the drive time plus the time to move the truck. The average cost of stuck truck incidents for a tow is \$1,500.

The cost for Caltrans and CHP response has been calculated to be \$90.98 per hour for CHP and \$152.25 per hour for Caltrans labor and equipment resulting in a cost of \$730 for each incident. The total cost estimate for an average three-hour incident is \$5,940 for vehicle delay, tow charges and CHP and Caltrans response time. The average per hour cost for delay, tow charges and response would be \$1,981.

The cost to an individual truck is substantially less than the cost to the State, the trucking company and the traveling public for any one incident.

Stakeholder Consultations

Research into the feasibility of a maximum KPRA length restriction has been completed already. On April 7, 2010, the Caltrans District 9 Director met with the Policy Development committee for the California Truckers Association to discuss the effects a reduction of the maximum KPRA length would have on their membership. The committee indicated that there would be minimal effect on their members since most trucking companies avoid SR 108 and route deliveries on alternative routes. In addition, the committee indicated that it would not oppose a reduction of the maximum KPRA length. Caltrans District 10 Maintenance, operations and public information have indicated support for a maximum KPRA restriction.

Caltrans District 9 planning and traffic operations staff met with the Mono County Local Transportation Commission (LTC), the Mono County Board of Supervisors (BOS), the Antelope Valley Regional Planning Advisory Committee (RPAC) and the Bridgeport RPAC. All of the consulted boards and commissions have voiced support for the proposed truck-length restriction. The California Highway Patrol, the Mono County Sheriff's department and the MCMWTC have been informed of the proposed truck restriction and have written letters and emails of support (see Attachment F - *Process for CVC Restriction and Recommendations for the Final Truck Restriction Report*).

Public Hearings

In order to pass a resolution to restrict the length of trucks in Mono County, the Board of Supervisors has to undergo a public reading of the draft ordinance, take public comment and then read the final draft at a public hearing. The public process has been initiated via conceptual concurrence from the Mono County BOS. Public outreach to potentially impacted communities has occurred through the RPACs and Mono LTC (see Attachment G - *Process for CVC Restriction and Recommendations for the Final Truck Restriction Report*).

3. LIST OF ATTACHMENTS

Attachment A	Map, “Truck Networks on California State Highways – Districts 9 & 10”
Attachment B	Mono County Draft Resolution
Attachment C	Relevant CVC
Attachment D	Mapping of Frequency of Stuck Vehicles on SR 108 By Location
Attachment E	Summary of CHP Dispatch Logs – Stuck Vehicles
Attachment F	Letters of support
Attachment G	Process for CVC Restriction and Recommendations for the Final Truck Restriction Report

ATTACHMENT A

Truck Networks on California State Highways – Districts 9 & 10

TRUCK NETWORKS

on

California State Highways

DISTRICT 9





Map 9 of 12

Not to scale

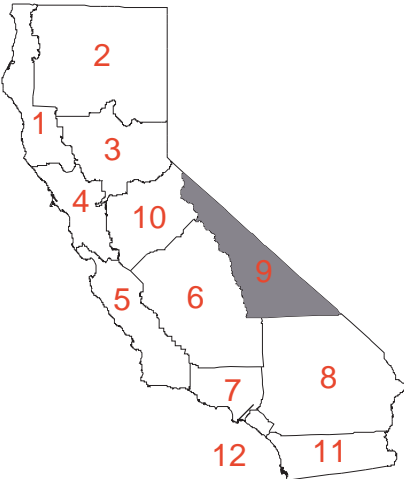
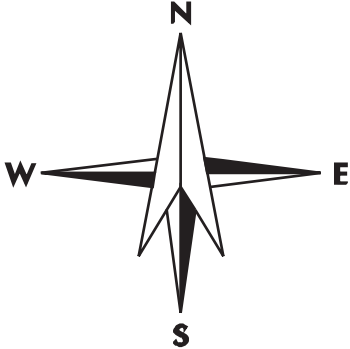
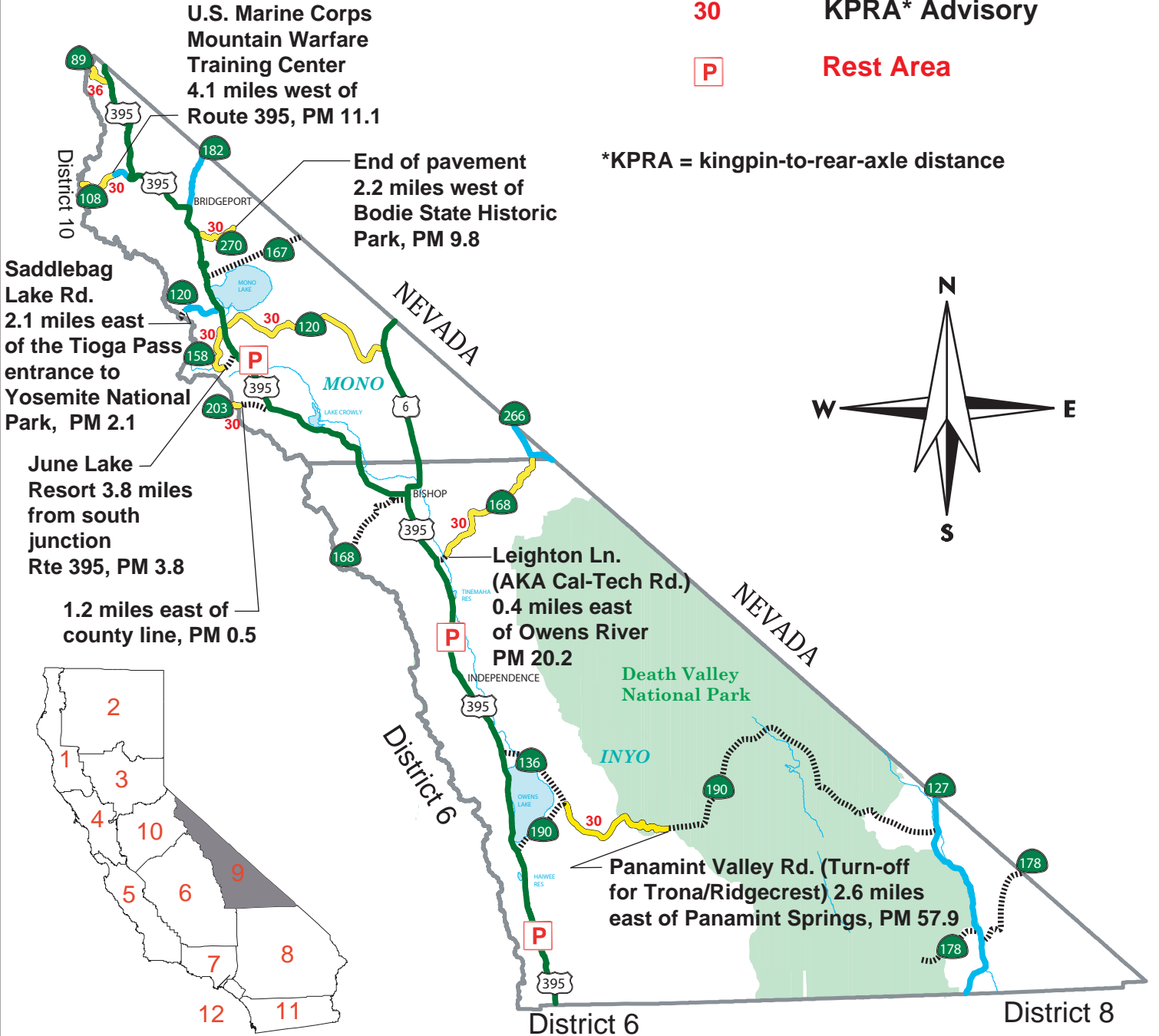
Last revised April 23, 2014

LEGEND

(CLICK HERE FOR MORE DETAILED LEGEND)

-  National Network (STAA)
-  Terminal Access (STAA)
-  California Legal Network
-  Ca Legal Advisory Route
- 30** KPRA* Advisory
- P** Rest Area

*KPRA = kingpin-to-rear-axle distance



California Department of Transportation
Legal Truck Access Branch



ATTACHMENT B

Mono County Draft Resolution



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RESOLUTION NO. 15-__
A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS RECOMMENDING THE PROHIBITION OF
VEHICLES AND COMBINATION VEHICLES WITH AN OVERALL LENGTH
GREATER THAN 38 FEET KING PIN TO REAR AXLE FROM ACCESSING AN
EASTERLY SEGMENT OF STATE ROUTE 108

WHEREAS, the California Department of Transportation (Caltrans) has determined that certain large vehicles and combination vehicles described herein, cannot travel on the westerly segment of State Route 108, specified herein, without crossing over the center stripe; and

WHEREAS; Caltrans has determined that this problem can only be resolved by imposing the herein identified restrictions; and

WHEREAS, the County of Mono is requested to support Caltrans' findings and recommendations regarding State Route 108, a highway within the exclusive jurisdiction of the State of California;

WHEREAS, the County of Mono determined the following: the proposed regulation is exempt from CEQA as a Categorical Exemption Class 1, existing highway operation with no expansion of use; addition of safety devices for existing structures (including navigational devices); and new copy on existing signs. Also as a Class 8 regulatory agency action for protection of the environment; and as a Class 11 exemption for signs appurtenant to institutional facilities. The project is also covered by the general rule exemption (section 15061), which provides that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

NOW, THEREFORE, the Board of Supervisors of the County of Mono **RESOLVES** as follows:

SECTION ONE: The County of Mono concurs with Caltrans and recommends that vehicles and combination vehicles with an overall length greater than thirty eight (38) feet king pin to rear axle (KPRI) be prohibited access to State Route 108 from postmile (PM) 0.0 (Mono County/ Tuolumne County line) to PM 9.8 (closure gate west of Marine Corps Mountain Warfare Training Center).

SECTION TWO: This action, taken at the request of the California Highway Patrol and Caltrans, shall have no effect on the continuing legal responsibilities of the State of California, by and through Caltrans, for the continued and future maintenance



1 of the subject highway and for its duty to the users of said State highway.

2 //

3 //

4 //

5 //

6 //

7 **SECTION THREE:** This resolution shall become effective upon appropriate State
8 action and notification of all involved enforcement agencies and the installation of
regulatory roadside signs.

9 **PASSED, APPROVED and ADOPTED** this ____ day of _____, 2015, by the
10 following vote, to wit:

11 AYES:
12 NOES:
13 ABSENT:
14 ABSTAIN:

13 _____
14 Timothy E. Fesko, Chair
Mono County Board of Supervisors

15 ATTEST:

APPROVED AS TO FORM:

16
17 _____
ROBERT MUSIL, Clerk

17 _____
COUNTY COUNSEL

ATTACHMENT C

Relevant CVC

The California Vehicle Code (CVC) Section 21101 allows the restriction of certain vehicles, by stating that, "*Local authorities...may adopt rules and regulations by ordinance or resolution... (c) Prohibiting the use of particular highways by certain vehicles...*" CVC Section 21104 further states "*...an ordinance or resolution which is submitted to the Department of Transportation...in complete draft form for approval...is effective as to any state highway...*"

CVC Section 35702 requires Caltrans approval, and the designation of an alternate route, by stating that, "*No ordinance proposed under Section 35701 is effective with respect to any...state highway, until the ordinance has been submitted by the...local authority to, and approved in writing by, the Department of Transportation. ...the local authority shall designate...an alternate route...*"

Restrictions on the length of vehicle allowed on California State Highways are outlined in the California Vehicle Code (CVC) under Division 15, Chapter 4, Section 35401, "Combination Vehicles". The method for achieving a restriction is described in sub sections (e) and (f).

Restrictions below the 38 foot maximum KPRA are explicitly prohibited by this statute.

The CVC states under sub-section (e),

"A city or county, upon a determination that a highway or portion of highway under its jurisdiction cannot, in consideration of public safety, sustain the operation of trailers or semitrailers of the maximum kingpin-to-rear-most axle distances permitted under Section 35400, may, by ordinance, establish lesser distances consistent with the maximum distances that the highway or highway portion can sustain, except that a city or county may not restrict the kingpin-to-rear-most axle measurements to less than 38 feet on those highways or highway portions. A city or county considering the adoption of an ordinance shall consider, but not be limited to, consideration of all of the following:

- (1) A comparison of the operating characteristics of the vehicles to be limited as compared to operating characteristics of other vehicles regulated by this code.*
- (2) Actual traffic volume.*
- (3) Frequency of accidents.*
- (4) Any other relevant data.*

In addition, the city or county may appoint an advisory committee consisting of local representatives of those interests that are likely to be affected and shall consider the recommendations of the advisory committee in adopting the ordinance. The ordinance may not be effective until appropriate signs are erected indicating the highways or highway portions affected by the ordinance.

This subdivision shall only become operative upon the adoption of an enabling ordinance by a city or county."

The CVC states under sub-section (f),

"Whenever, in the judgment of the Department of Transportation, a state highway cannot, in consideration of public safety, sustain the operation of trailers or semitrailers of the maximum kingpin-to-rear-most axle distances permitted under Section 35400, the director, in consultation with the Department of Highway Patrol, shall compile data on total traffic volume, frequency of use by vehicles covered by this subdivision, accidents involving these vehicles, and other relevant data to

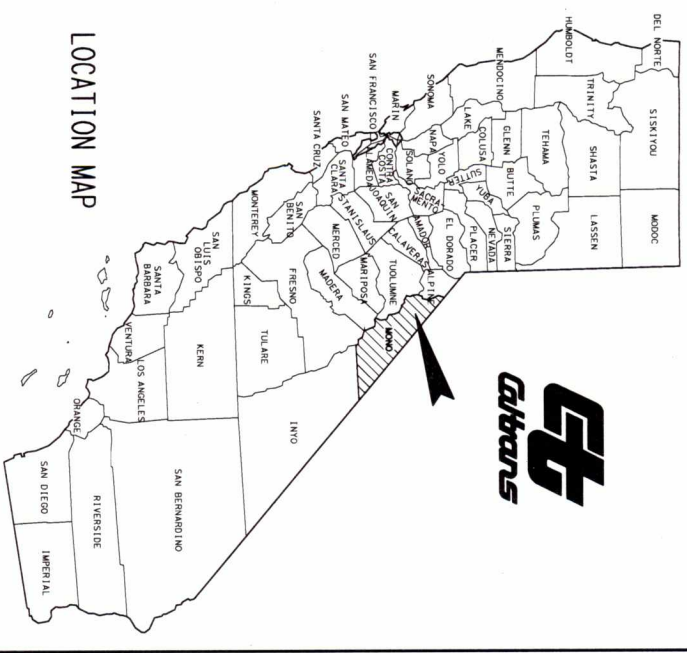
assess whether these vehicles are a threat to public safety and should be excluded from the highway or highway segment. The study, containing the conclusions and recommendations of the director, shall be submitted to the Secretary of the Business, Transportation and Housing Agency. Unless otherwise notified by the secretary, the director shall hold public hearings in accordance with the procedures set for in Article 3 (commencing with Section 35650) of Chapter 5 for the purpose of determining the maximum kingpin-to-rear axle length, which shall be not less than 38 feet, that the highway or highway segment can sustain without unreasonable threat to the safety of the public. Upon basis of the findings, the Director of Transportation shall declare in writing the maximum kingpin-to-rear axle lengths which can be maintained with safety upon the highway. Following the declaration of maximum lengths are provided by this subdivision, the Department of Transportation determines to be necessary to give adequate notice of the length limits.

The Department of Transportation in consultation with the Department of the California Highway Patrol, shall compile traffic volume, geometric, and other relevant data, to assess the maximum kingpin-to-rear axle distance of vehicle combinations appropriate for those state highways or portion of highways, affected by this section, that cannot safely accommodate trailers or semitrailers of the maximum kingpin-to-rear axle distances permitted under Section 35400. The department shall erect suitable sights appropriately restricting truck travel on those highways, or portions of highways.”

ATTACHMENT D

Mapping of Frequency of Stuck Vehicles on SR 108 By Location

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET TOTAL
09	MNO	108		

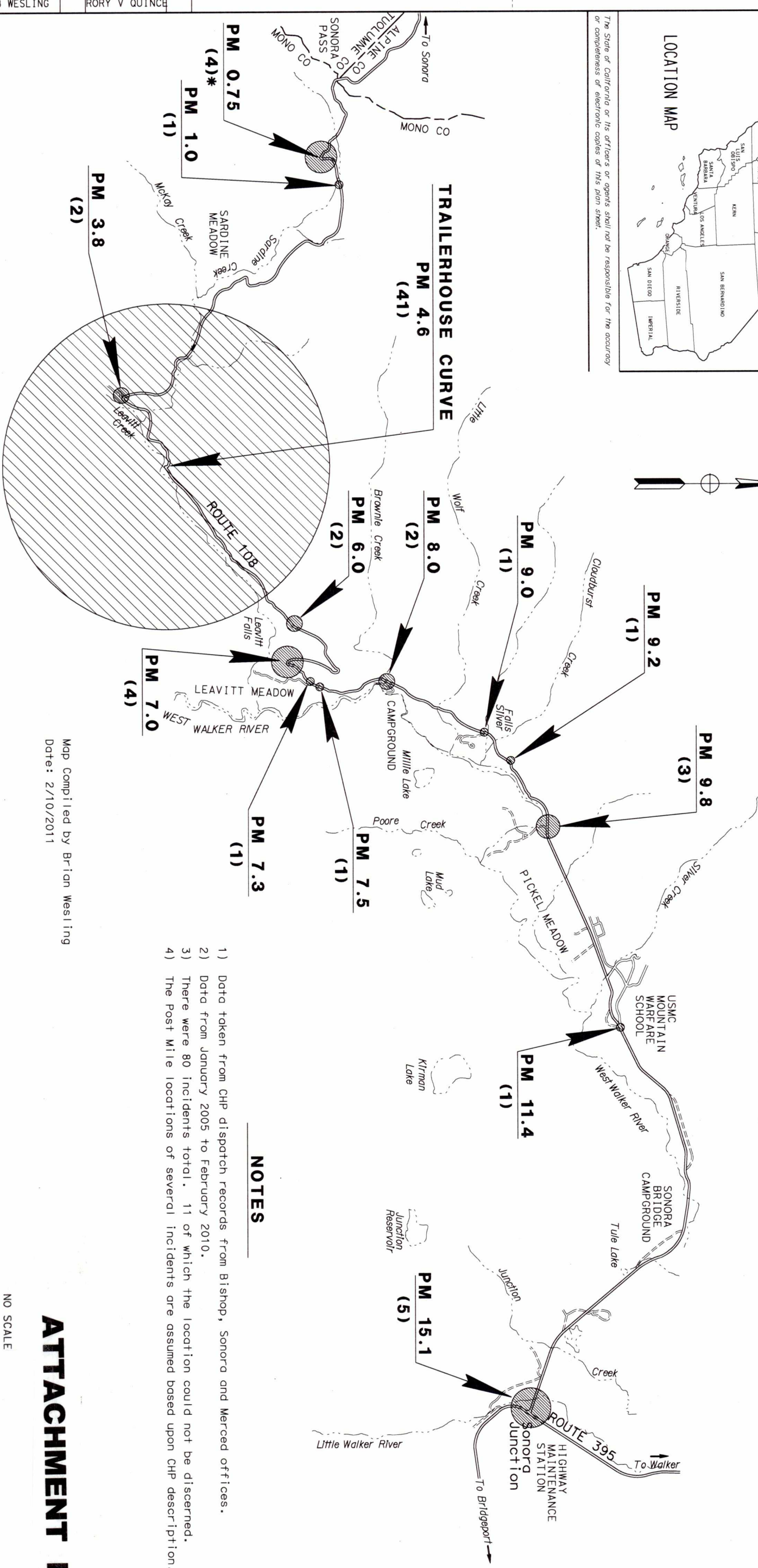


The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

MAPPING OF FREQUENCY OF STUCK VEHICLES ON SR 108 BY LOCATION

LEGEND

- ⊙ = One Incident of a Stuck Vehicle
(Size of circle is proportional to frequency of stuck vehicles)
- PM X.X = Top Number is the Post Mile
- (X) = Bottom Number is the Number of Stuck Vehicles
- * = CHP reports say "just east of summit" PM 0.75 is assumed.



NOTES

- 1) Data taken from CHP dispatch records from Bishop, Sonora and Merced offices.
- 2) Data from January 2005 to February 2010.
- 3) There were 80 incidents total. 11 of which the location could not be discerned.
- 4) The Post Mile locations of several incidents are assumed based upon CHP description.

PROJECT ENGINEER	DATE	PROJECT MANAGER	DATE
B WESLING		RORY V QUINCE	

Map Compiled by Brian Wesling
Date: 2/10/2011

ATTACHMENT D

NO SCALE

ATTACHMENT E

Summary of CHP Dispatch Logs – Stuck Vehicles

Summary of CHP Dispatch Logs - Stuck Vehicles
2/10/2011

Incident #	Post Mile	Location	Incident	Vehicle Type	Duration of Hwy Blockage	Trailer Weight	Notes
26	0.75	JEO pass	Block	Type 9	5	67k#	PM 0.75 assumed
14	0.75	JEO summit	Block	53' T-9	5.5	40k#	PM 0.75 assumed
32	0.75	JEO summit	Block	Type 9	3		PM 0.75 assumed
55	0.75	JEO summit	Block	Type 9	?		PM 0.75 assumed
39	1	PM 1	Block	Type 9			No Chains - Escorted Down Hill
75	3.8	Leavitt Lake	Block	Type 9			
76	3.8	Leavitt Lake	Block	Type 9	5	70k	
49	4.5	In Curves		46' T-9	3		PM 4.5 is assumed
5	4.5	PM 4.5	Block	Type 9	2		
6	4.5	PM 4.5	Block	53' T-9	4		Tried 3 pt Turn in dirt and Jack Knived
7	4.5	PM 4.5	Block	bus	4.5		
11	4.5	PM 4.5	Block	53' T-9	5		
12	4.5	PM 4.5	Block	2 axle van	1.5		
16	4.5	PM 4.5	Block	Type 9	5	7k#	
18	4.5	PM 4.5	Block	53' T-9	3	20k#	
25	4.5	PM 4.5	Block	Type 9	?		
27	4.5	PM 4.5	Block/2	Type 9	3.5	35k	
29	4.5	PM 4.5	Block/2	53' T-9	1.5	76k	
30	4.5	PM 4.5	Block	Type 9	6		
34	4.5	PM 4.5	Block/2	Type 9	2		
38	4.5	PM 4.5	Block	Type 9	1		
44	4.5	PM 4.5	?	Type 9	3	?	Big Rig
46	4.5	PM 4.5	Block	50' T-9	1	e	
47	4.5	PM 4.5	Block	Type 9	2		
48	4.5	PM 4.5	Block	53' T-9	2.5		Managed U-turn
52	4.5	PM 4.5	Block	Type 9	2		
53	4.5	PM 4.5	Block	?	0.5		
54	4.5	PM 4.5	Block	Type 9	0.3		
56	4.5	PM 4.5	Block	53' T-9	2.5	42k	
57	4.5	PM 4.5	Block	53' T-9	3.5	19k	
59	4.5	PM 4.5	Block	53' T-9	5	12k	
62	4.5	PM 4.5	Block	53' T-9	12	44k	
64	4.5	PM 4.5	Block	53' T-9		18k	
65	4.5	PM 4.5	Block	53' T-9	1		
66	4.5	PM 4.5	stuck	Type 9	4	30k	
67	4.5	PM 4.5	stuck	Type 9	1.5		
68	4.5	PM 4.5	Block/2	53' T-9	1.5	10k	
70	4.5	PM 4.5	Block	Type 9	1		
72	4.5	PM 4.5	Block	Type 9	1.5		
77	4.5	PM 4.5	Block	48'	4		Towed from the West
78	4.5	PM 4.5	Block	53' T-9	3	e	
79	4.5	PM 4.5	Block		3		
80	4.5	PM 4.5	Block				
13	4.5	PM 4.5	Block	Type 9	2.5		Towed from the West
81	4.5	tollhouse?	Block	Type 9			
45	4.5						same as 44
60	4.5						same as 59

Summary of CHP Dispatch Logs - Stuck Vehicles
2/10/2011

Incident #	Post Mile	Location	Incident	Vehicle Type	Duration of Hwy Blockage	Trailer Weight	Notes
63	4.5						same as 62
41	6	PM 6.0	Block/2	53' T-9	0.5	22k	EB
42	6	PM 6.0			5		pg 41 see note about duration
37	7	PM 7.0	Stuck	Type 9			Driver managed u-turn
71	7	PM 7.0	Block	Type 9	2.5		
83	7	PM 7.0	Block	Type 9			
40	7	PM 7.0	Block	5th Whl	?		
73	7.3	Pack Station	Block	Type 9	0.3		
4	7.5	JEO Leavitt Meadow	Block	53' T-9	1.5	e	
24	8	PM 8	Stuck	Type 9			CT assisted
28	8	PM 8	Block	Type 9	4		
74	9	PM 9	Block	Type 9	2.5		
50	9.2	7000' elev	Block/2	40' T-9	0.5		
20	9.8	JWO Base	Block				??
23	9.8	JWO Base	Stuck	53' T-9			Trying to U-turn
82	9.8	JWO Main Gate					
9	11.4	Marine Base	Block	Type 9	0.5		
36	15.1	395					
43	15.1	395					
61	15.1	395					
69	15.1	395					
22	15.1	108@395	?	Type 9			Not Blocking
21		?	Block	Type 9	1.5	?	
31		?	Block	Type 9	2		Trying to U-turn
33		?	Block/2	Type 9	2		
35		Billie Mine					Cement Mixers unable to make grade
8		Moving	Slow	53' T-9	na		
10		Unknown	Block	Type 9	1		
15		Unknown					Duplicate of 1814/1910
17			Block	Type 9	3		
19							Slippery Road - not specific
51							Unknown
58							

Legend

JWO = Just West Of
JEO = Just East Of

Data from CHP dispatch records from Bishop, Sonora and Merced offices.

Data from January 2005 to February 2010

The Post Mile locations of several incidents are assumed based upon CHP description.

ATTACHMENT F

Letters of Support

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Bridgeport Area
125 Main Street
Post Office Box 158
Bridgeport CA, 93517-0158
(760) 932-7995
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



March 25, 2015

File No.: 820.14702.18227

Ms. Terry Erlwein
District Traffic Operations Engineer
California Department of Transportation, District Nine
500 S. Main Street
Bishop, CA 93514-3423

Dear Ms. Erlwein:

The California Highway Patrol (CHP) Bridgeport Area recently reviewed the California Department of Transportation's draft resolution report entitled "Truck Restriction Report California State Route 108." This proposal would prohibit truck/trailer combination traffic on State Route (SR) 108 through Sonora Pass for vehicles in excess of 38 feet, kingpin to rear axle. According to the report, "This restriction would prohibit all STAA [Surface Transportation Assistance Act] sized vehicles and the majority of the CA [California] legal sized trucks."

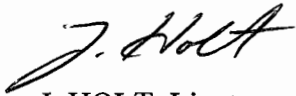
Large truck/trailer combination traffic on SR-108 through Sonora Pass has been a historic problem for the CHP Bridgeport Area. State Route 108 has extreme grades and curves, and is generally not conducive to large truck/trailer combination traffic. As the report notes, "According to Bishop, Sonora and Merced CHP dispatch records, stuck trucks have blocked SR-108 for one to six hours, approximately eighty separate times between January 2005 and February 2010 [...]." Each one of these disabled large truck/trailer combinations that occurs within Mono County requires a response from the CHP Bridgeport Area, and generally results in lengthy roadway closures. These closures present a significant safety hazard to the motoring public, the involved truck driver and the officers who respond. Additionally, these roadway closures usually produce extended traffic delays, deplete and limit CHP resources within the Bridgeport Area, and cause avoidable overtime expenditures to CHP.



Ms. Terry Erlwein
March 25, 2015
Page 2

In essence, this proposal would allow the motoring public to travel safely over SR-108 (Sonora Pass) and greatly assist the CHP Bridgeport Area. Therefore, the California Highway Patrol Bridgeport Area is in full support of the proposed truck restriction on SR-108 within Mono County.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Holt". The signature is written in a cursive style with a large, sweeping initial "J".

J. HOLT, Lieutenant
Commander

cc: Inland Division

Erlwein, Terry J@DOT

From: Jim Leddy [jleddy@mono.ca.gov]
Sent: Monday, April 27, 2015 3:34 PM
To: Erlwein, Terry J@DOT
Subject: FW: SR 108 truck restriction report
Attachments: image003.gif; image004.png

[Here is feedback:](#)

Jim:

The report looks good. Our comments (with input from Wendy and Gerry) are minor, as follows:

- The second paragraph on the page 3 describes the term "off-tracking," and all or a portion of the paragraph could maybe be moved earlier in the document to the first time the term is used.
- Attachment B, the Mono County draft Resolution, is incomplete (only has page 1).
- On page 5, the text should probably reflect the Attachment B Resolution regarding the project qualifying for CEQA exemptions 1, 8, 11 and the general rule exemption.
- Typo on the Antelope Valley RPAC on page 7.
- The map in attachment D needs to be re-sized to fit the page.

Thanks

Scott

[And](#)

My only comment would be on the second line of page 3, the report references "Tow trucks from Bridgeport or Walker..." There is no tow service in Bridgeport. It should read "Lee Vining or Walker"

Other than that, I have nothing to add other than I fully support the truck restriction on 108.

Ingrid Braun
Mono County Sheriff-Coroner

Jim Leddy

County Administrative Officer
Mono County
PO Box 696
Bridgeport, CA 93517
(760) 932-5414 Bridgeport
(760) 924-1703 Mammoth Lakes
(707) 529-4510 cell

Erlwein, Terry J@DOT

From: John Vallejo [jvallejo@mono.ca.gov]
Sent: Thursday, February 26, 2015 12:36 PM
To: Erlwein, Terry J@DOT
Cc: Jim Leddy; Sburns@mono.ca.gov
Subject: MCMWTC SR 108 and Truck traffic
Attachments: image001.jpg; image002.png; 01 20 2015 Caltrans request for limitation of truck traffic on SR 108 Cover memodocx.docx; SR 108 stuck vehicles map.pdf

FYI from the MWTC below.

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

CONFIDENTIALITY NOTICE: This e-mail communication, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and/or legally privileged information. Any unauthorized interception, review, use, disclosure or distribution is prohibited and may violate applicable laws, including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

-----Original Message-----

From: Power Civ Douglas E [mailto:douglas.power@usmc.mil]
Sent: Monday, January 26, 2015 1:17 PM
To: Jim Leddy
Subject: MCMWTC SR 108 and Truck traffic

Jim, from a mutual aid perspective, a jack-knifed big-rig is considered an accident even though it may not involve a collision. Consequently, they are a drain on our resources because our FD is usually the first on scene, whether or not the mono-county dispatcher mentions human casualties. If the accident blocks 108 then certainly timely EMS ground response is degraded for service calls further uphill. Also if the road is closed it can limit access to the training area.
So, overall this proposed change restricting the size/length of the trucks is good for us. We fully support this effort. Please let me know if you need anything else from me.

R/S
Doug
Douglas E. Power
Community Plans and Liaison Officer
Marine Corps Mountain Warfare Training Center Bridgeport, CA 93517
(760) 932-1661
douglas.power@usmc.mil

ATTACHMENT G

Process for CVC Restriction and Recommendations for the Final Truck Restriction Report

TRUCK RESTRICTION PROCESS

The following suggested procedures are in accordance with CVC Sections 21101, 35701, 35702 and their related sections.

1. **Local Agency Prepares a Draft Truck Restriction Ordinance or Resolution.** The local agency prepares a draft ordinance or resolution of the proposed truck restriction and informs the appropriate [Caltrans District Truck Coordinator](#). The ordinance or resolution must cite the CVC Section providing the justification for the truck restriction. Caltrans districts should notify the Headquarters Office of Truck Services (see Caltrans Contacts at end of these guidelines) in writing as soon as possible after learning of a truck restriction proposal. Districts should request and forward copies of local agencies' draft ordinances or resolutions to Headquarters Office of Truck Services, Legal and Environmental Programs for review.
2. **Local Agency Prepares Initial Study.** The initial study provides the information necessary to justify the proposed restriction, and may also indicate if the proposed restriction is subject to California Environmental Quality Act (CEQA) review. The initial study allows the preliminary submittal of information by Caltrans, local agencies, and California Highway Patrol staff, as well as initial comments from the trucking industry, affected industries, and citizen groups. It should include the proposed restriction type, location, existing conditions, alternatives, maintenance and safety considerations on the alternative route(s), any initial public comment, and conditions that may involve further CEQA compliance.
3. **Local Agency Provides Public Review and Comment Period.** During the public review period, the local agency gives public notice of the proposed truck restriction, and public hearings can be advertised and held. All documentation acquired to date regarding the proposed truck restriction should be available for public review prior to the public hearing.
4. **Local Agency Receives Comments and Prepares Final Truck Restriction Report.** The local agency considers all comments received. If the local agency still wants to proceed with the proposed restriction, a final truck restriction report is prepared and forwarded to the Caltrans district office. This final report includes any comment revisions, and the draft restriction ordinance or resolution. The Caltrans District Director forwards the report with the District's recommendations to the Caltrans Traffic Operations Division Chief at Headquarters. (See the checklist for the contents of the truck restriction report, following these guidelines).
5. **Caltrans Traffic Operations Submits Recommendation to the Director's Office.** The Traffic Operations, Office of Truck Services, in cooperation with Caltrans Headquarters Environmental and Legal Divisions, prepares a recommendation regarding the truck restriction and submits it to the Caltrans Director's Office.
6. **Caltrans Director Issues Written Approval.** If approved, the Caltrans Director issues a written approval of the draft ordinance or resolution for the truck restriction.
7. **Local Agency Passes Final Truck Restriction Ordinance or Resolution.**
8. **Local Agency Erects Restriction Signs, and Restriction is Enforced.**

TRUCK RESTRICTION REPORT CHECKLIST

Approval of restriction requests is contingent upon a complete identification and documentation of impacts on highway safety, structural integrity, environment and operational efficiency. Some items may not apply. This checklist is a guide only.

I. COVER

_____ The document cover clearly states the Caltrans District, County, Route and postmile limits of the proposal. Any proposed local ordinance or resolution number should also be placed on the cover.

II. PROPOSAL STATEMENT

_____ The proposed restriction and references to specific codes, regulations and any local ordinances or resolutions are clearly presented in the proposal statement. If exemptions to general rules apply; cite appropriate statutory law or regulations.

III. JUSTIFICATION FOR THE PROPOSAL

Justification depends on rationale: safety, hazardous materials, bridge weight limit, construction zones, seasonal operation, etc.

_____ Analyses of present and future safety, operational (capacity, geometrics) and/or structural adequacy supporting the restriction. A description of existing versus proposed conditions. Include supporting data tables, maps and/or photographs.

_____ List of alternatives considered, e.g. truck advisory, restriction of 39-foot vehicles, or restriction of all trucks over a certain gross weight. Statement of the proposed restriction selected.

_____ Analysis of environmental considerations for the restriction proposal with an explanation of impacts and mitigation measures.

_____ Existing and future land use plans.

_____ Analysis of the impact on interstate and intrastate commerce. Analysis of the economic impact on communities, shippers and trucking companies due to increased travel distances.

_____ Analysis and recommendations of any alternative routes that can safely accommodate any California legal commercial motor vehicles and serve the proposed restriction area.

_____ Evidence of consultation with the local or adjoining state governments affected by the proposed restriction.

_____ Results of any public hearings.

IV. APPENDICES

_____ Copies of any draft local restriction ordinances or resolutions.

_____ Copies of any supportive correspondence or documents for the restriction.

_____ Minutes of public hearings (audio or videocassette tape).



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

5/18/2015 2:00 PM	County Administrative Office	Yes
5/29/2015 10:10 AM	County Counsel	Yes
5/26/2015 9:11 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

TIME REQUIRED

SUBJECT Closed Session - Conference with
Legal Counsel

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
6/2/2015 8:30 AM	County Administrative Office	Yes
5/29/2015 9:53 AM	County Counsel	Yes
6/2/2015 12:55 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Closed Session - Public Employment

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
6/3/2015 2:56 PM	County Administrative Office	Yes
6/3/2015 3:15 PM	County Counsel	Yes
6/4/2015 5:10 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 9, 2015

TIME REQUIRED

SUBJECT

Closed Session - Public Employment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager.

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:

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No Attachments Available

History

Time	Who	Approval
6/3/2015 2:56 PM	County Administrative Office	Yes
6/3/2015 3:16 PM	County Counsel	Yes
6/4/2015 4:55 AM	Finance	Yes