

## **PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN: TIME TO PROFESSIONALIZE?**

### ***SUMMARY***

The San Diego County Grand Jury received a complaint from a citizen that focused on actions by the San Diego County Public Administrator/Public Guardian's (PA/PG) office. It alleged that the department breached its fiduciary duty and failed to protect the assets of an estate the department was responsible for when it served as the Court appointed Conservator.

Because of the seriousness of the allegations and the evidence presented in the complaint, the Administration and Audit Committee began to assess the validity of the facts in order to determine whether there was reason for concern about the administration of the PA/PG office.

### ***PURPOSE***

- Assess the validity of a complaint that alleged a breach of fiduciary duty and failure to protect the assets of a person who was a conservatee under the care of the Public Administrator/Public Guardian.
- Determine the reasons for the results described in the complaint.
- Identify administrative safeguards that are necessary in order to prevent the recurrence of similar problems.

### ***PROCEDURES EMPLOYED***

- Site visit of Public Administrator/Public Guardian Office
- Review of Probate Court records of Conservatorship and Probate for estate in question
- Review of case and property management files held by Public Administrator/Public Guardian
- Review of "narrative case entries" by department staff for duration of case supervision
- Review of County of San Diego Ordinance No. 8870 (New Series); 2/3/98 (27) *Public Administrator/Public Guardian*
- Interviews: Chiefs of Property Division and Decedent Services in PA/PG

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- Review of documents including department contracts with vendors and rental agreements.
- Public Administrator/Public Guardian *Policy and Procedure Manual* (6/1/99)

### ***OVERVIEW DISCUSSION***

The Public Administrator/Public Guardian is a County department in the Health and Human Services Agency. It fills two distinct roles when designated by the Court:

1. As the Public Guardian or conservator of the estate for individuals the Probate Court has determined are no longer able to manage personal and financial affairs and who do not have anyone to assume the role;
2. As the Public Administrator for estates that do not have a private sector individual who can assume the role.

As a result of Court action, either “Letters of Conservatorship” or “Letters of Administration” are issued by the Court that authorize the transfer of the assets and liabilities of a person or estate to the Public Administrator/Public Guardian. Individual cases are assigned to Deputy Administrators and Guardians who are responsible for management of assets and payment of financial obligations while ensuring that the person receives the care he/she needs.

The case the Grand Jury examined was that of an individual who, at the time of the referral to the Public Administrator/Public Guardian (PA/PG) Office in March 2000, lived alone in his home and required medical care in a skilled nursing facility (SNF). There was no one who would assume responsibility for his medical care and financial affairs. After an investigation, the PA/PG made arrangements for his transfer to a SNF and petitioned the Court to be designated the Guardian/Conservator over the person’s estate.

“Letters of Conservatorship” were issued to the PA/PG for this case in March 2000. The Conservatorship continued until his death in October 2002. In October 2002, a Petition for Probate was filed by a private sector administrator in Probate Court, who was officially appointed administrator for the estate in December 2002. In April 2003, the Final Accounting for the Conservatorship was filed by the PA/PG in Probate Court. In August 2003 a hearing was held in Probate Court regarding the final accounting of the estate and the distribution of assets to heirs. Possession of the real property by the heirs, however, could not be taken until October 2003.

### ***FOCUS OF THE COMPLAINT***

While the estate of the case we examined included both financial holdings and real property, the focus of the complaint was only on the PA/PG’s obligations and performance in managing the property that had been occupied by the conservatee until he was transferred to a SNF for medical care.

The complaint was filed by an heir who alleged that the Public Administrator/Public Guardian breached a fiduciary duty and failed to protect the assets of the estate entrusted to them by Probate Court. It described in detail the problems that existed as they attempted to take possession of the north coastal property located in the City of San Diego:

- A house that had not been maintained properly and required extensive maintenance in order to make it habitable.
- A tenant occupying the property was more than \$11,000 in arrears in rent.
- There was no longer a \$2,000 security deposit to apply towards costs incurred from the tenancy because it was transferred by PA/PG to the Private Administrator in May 2003 with the distribution of assets from the estate and was reported to the Court as rental income.
- The need to hire a private attorney to assist them in evicting the tenant.
- A prolonged eviction process because the tenant successfully used the fact that the house was uninhabitable or unfit to live in due to prolonged poor maintenance of the house, to relieve the tenant's obligation to pay rent.

In addition to the lost income for the estate during the 3-year tenancy, the complaint stated that the heirs had to make personal expenditures of \$40,000 to \$50,000 for legal fees and for extensive repairs to the house. These were expenditures that they believed they should not have incurred and would not have incurred had the Public Administrator/Public Guardian's office properly managed and preserved the assets of the estate.

### ***INITIAL ACTION TO PROTECT AND PRESERVE PROPERTY ASSETS***

When a case comes into the Public Administrator/Public Guardian's Office, responsibility for the care and management of real and personal property is delegated by the Deputy Administrator or Guardian to the Property Management Division. If the real property is vacant, as in the case the Grand Jury examined, and there are sufficient assets to cover the expenses for the care of the conservatee without selling the property, the property is rented in order to generate income for the estate.

Verification and documentation of the physical condition and any problems that existed in the real property when the estate was entrusted to PA/PG, proved to be problematic. The complaint included a list of problems. It was prepared in 2003 by the tenant who had occupied the house for nearly 2½ years. It was used as a defense for relieving her from an obligation to pay rent on the house when the heirs sought to evict her.

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The Grand Jury's first inquiry asked for either a written professional assessment of the property by Property Management officials when the property first became their responsibility or for a scope of work for the handyman to follow when making improvements to the property so it could be rented. Neither was available. Nor could information about conditions when the tenant moved into the property, be learned from a "tenant entrance checklist."

After reviewing records and interviewing staff, it became clear that when a property goes into management, the division does not develop a written assessment of the needs and conditions for each property and an accompanying plan for responding to those needs. Instead, what was described is an informal process. The Property Manager meets on-site with two contractors, one a rental agent and one a general handyman, to define improvements and repairs.

The Grand Jury found only one written document that described the initial conditions and problems at the real property. It was a handwritten list of work the handyman used to invoice payment of \$4,000. The 4-page summary did not itemize costs for individual tasks. Other submissions from the handyman were for reimbursement of \$2,000 for supplies purchased at a number of stores. These two expenditures and one for \$99.99 for carpet repairs and another for \$2,137 of new carpeting were the only evidence of problems that staff identified or the repairs that were made to the home between March and August of 2000, when the tenant occupied the property.

Because a number of problems noted by the heirs who took possession of the property 2½ years later were related to water damage in the bathrooms and throughout the house and to extensive mold and carpet damage, we paid particular attention to action or inaction surrounding those matters. There are no records or evidence of a request for a professional to assess the condition of the roof. While the handyman's list of work identified roof and bathroom repairs, there was no way to ascertain if anything was done.

The oversight and accountability of the outside contractor when he did this initial work appeared to be minimal. When asked regarding the method used to ensure the adequacy and sufficiency of the contractor's work performance on-site, we were told by staff that they "took a look at it and it was all right."

When we probed further to determine if the work done was sufficient, given what was described as "deferred maintenance," we were advised that when Property Management was authorized by case management to rent the house, there was agreement that PA/PG should attempt to set rent at \$2,500 a month. A walk-through was done in order for them to identify minimal improvements and repairs that would be necessary so that the rental agent could obtain that level of rent per month. Consistently, we heard the theme that the goal is not to make the property "glorious" but "tenable."

**Fact:** The Public Administrator/Public Guardian's Property Management Division did not do a full and complete property assessment or evaluation of the physical condition and problems that existed in the property when the estate was entrusted to them.

**Finding:** We found that instead of utilizing professional assessments to develop evaluations and the scope of work to be done, the PA/PG Property Manager relied on and utilized informal working relationships with contractors as if they were direct employees.

**Fact:** Expenditures of \$8,237 were made from the estate for services and supplies for the handyman and for carpet replacement and repair so the property could be prepared for tenant occupancy.

**Finding:** Because of the informal working relationship between the PA/PG Property Management officials and the contract handyman, we were unable to determine with any specificity either the scope of work or the quality of work that was done at the real property.

**Finding:** Oversight and verification of work performed by the handyman at the property was minimal. This prevented verification of what precise work was done to respond to specific problems that needed repair before tenant occupancy.

**Finding:** The predominant focus of PA/PG Property Management was not on “what needed to be done” but on “what minimum needed to be done” to get the desired rent and to make the property “tenable.”

### ***RECOMMENDATION***

**The Grand Jury recommends that the San Diego County Board of Supervisors take action to ensure that the Public Administrator/Public Guardian Office:**

- 04-06-1** Enact and implement policies and procedures that require the procurement and utilization of independent professional assessments and evaluations regarding the condition of real property including roofs, plumbing, structural integrity and overall maintenance whenever possible when initially entrusted to the care of the PA/PG.
- 04-06-2** Enact and implement policies and procedures that require the development of a clearly defined scope of work to be performed on real property projects over \$500, prior to the solicitation of bids from authorized providers.
- 04-06-3** Enact and implement policies and procedures that require accountability and verification of work performed under service contracts on real property entrusted to the PA/PG.

### ***ADEQUACY OF MAINTENANCE DURING TENANT OCCUPANCY***

After not finding useful documentation regarding the early condition of the real property, the Grand Jury turned its attention to the information that revealed expenditures for maintenance of the property when it was entrusted to the PA/PG Property Management Division.

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Many of the problems identified on the tenant's list to the heirs were related to water damage – roof leaks in more than 5 areas of the house, mold throughout house, clogged sinks, water damaged carpeting and electrical problems. The expenditures for maintenance by the PA/PG handyman after the initial renovation in preparation for tenancy totaled only \$1,955. Between August 2000, when the tenant first occupied the house, and June 2003, two months before distribution of the estate to heirs, there were only 8 visits by the handyman to the house. Seven of the eight visits were to alleviate plumbing problems in the home. Only two of the visits had notations for roof-repairs. In August 2001 a roof repair was one of four tasks that totaled \$250. A second roof repair charge was for \$95 in June 2003, when the estate was entrusted to the Private Administrator.

**Fact:** In a 34-month period, only \$1,955 was paid for service and maintenance at the property; 7 of the 8 visits were to alleviate plumbing problems.

**Finding:** In 2003 the tenant reported problems in the house that revealed extensive water and mold damage throughout the house. Yet only two minor expenditures were made in 2001 and 2003 to repair the roof.

### ***OVERSIGHT OF THE RENTAL AGENT'S MANAGEMENT OF PROPERTY***

The Public Administrator/Public Guardian's Office uses a rental agent to rent and assist in the management of property that is tenant occupied. Records reveal that the PA/PG has utilized the same rental agent for more than 10 years. For a fee of 10% of collected rents, the agent screens applicants, collects rents, takes calls concerning the properties and makes arrangements for repairs that have been authorized by the PA/PG Property Manager. The Grand Jury's inquiry concerning the arrangement with the rental agent focused on the following areas.

#### **Screening and Selection of Tenants And Collection Of Rents**

Most of the details concerning the tenancy of the property and the rents collected came from Court records. The tenant occupied the property in August 2000 after entering a rental agreement with the rental agent. In February 2001, only 6 months into the tenancy, the tenant began to fall behind on rent. In March, it was reported that the tenant paid a \$35 late rent fee for the February rent. Even though the tenant remained in arrears for the next 27 months, this penalty appeared to be assessed only this one time. This fee was not incorporated into the lost rent calculations. Cumulatively, it represented \$945 in lost revenue to the estate.

By July 2001, the tenant had been delinquent each month and still had \$1,800 owing in back rent. While Court records revealed that notice was served the previous month, it appears no action was taken to demand payment of rent or relinquishment of possession. By December 2001, the tenant was \$10,000 in arrears. The deficit showed signs of improvement in 2002. When the private administrator filed the petition to probate in

October of that year, the tenant was \$7,000 in arrears. The amount over due increased to \$13,000 by the time the heirs took possession when it is taken into consideration that the \$2,000 security deposit was improperly applied towards rent.

The PA/PG Property Manager reported that the rental agent did screen and do a credit check on the prospective tenant. We were told that even though the credit check was “marginal,” the decision was made to go ahead with the tenancy because the house had been vacant for so long and they expected difficulty in finding another person who would rent the house.

Noting that court records revealed that a three-day notice to pay was issued in June 2001, we asked for clarification regarding procedures normally used when tenants are delinquent in rent. We did not receive a direct answer or explanation. We were told it was better to be four months down in rent than to have a vacant home that requires extensive repairs and improvements in order to re-rent it. We were also advised that the decision was made to use labor-intensive strategies to nurse the tenant along.

### **Communication about and Documentation of Problems**

During the investigation we could not find documentation regarding the condition of the home when the tenant first occupied the property. While the rental agreement with the tenant was found in the PA/PG files, there was not a completed detailed “tenant entrance checklist” attached to the agreement similar to ones used in previous years by the same rental agent. Instead we found one page from what should have been a multi-page checklist.

Because there were no procedural requirements, there was no record of any itemization of the problems through tenant reports about required maintenance or the deteriorating condition of the home to the contract property manager. Nor was there documentation reflecting the transmission of that information to PA/PG Property Management.

The Grand Jury asked whether the PA/PG Property Manager receives reports from the rental agent concerning tenant reports of problems. We were advised that PA/PG receives calls when problems need to be solved at any of the properties under their care. Monthly written reports for each property are not required. Nor is the rental agent required to conduct periodic on-site inspections for each property so that problems can be identified and reported to PA/PG.

### **Adequacy of Accountability and Oversight of Rental Agent Performance**

When asked regarding other procedural safeguards that are in place for evaluating and monitoring the performance of the rental agent, the PA/PG Property Manager responded that he receives monthly reports regarding the rents that are collected at each property by the agent. We noted that pursuant to established Department Policy and Procedures, payments are automatically made to the rental agent without PA/PG Property Management staff authorization.

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**Fact:** Rent was fully paid on time for only 6 of the 34 months of the tenant's occupancy of the real property.

**Finding:** In addition to what ultimately became \$13,000 in lost rental revenue, the contract rental agent and PA/PG Property Management officials did not assess \$35 late payment fees for the remaining 27 months that the tenant's rent was late.

**Finding:** There are no written procedures in place to guide the decision-making and actions by PA/PG staff and especially by their contract rental agent when there is prolonged non-payment of rent.

**Finding:** There appeared to be more concern about the work that would need to be done and the cost if the tenant vacated the property than on the department's obligation to protect and enhance the largest asset of the estate.

**Fact:** There are no provisions in the contract between PA/PG and the rental agent that require documentation and reporting regarding calls from tenants, reporting of maintenance problems and periodic on site inspections of properties.

**Finding:** The PA/PG has not instituted sufficient safeguards and reporting mechanisms for their monitoring and evaluation of performance of the rental agent.

**Finding:** It does not appear that the PA/PG Property Management Division has a goal to "seek to know and respond to" problems; instead they appeared to do and spend as little as possible on problems.

## ***RECOMMENDATIONS***

**The Grand Jury recommends that the San Diego County Board of Supervisors take action to ensure that the Public Administrator/Public Guardian Office:**

- 04-06-4** Enact and implement policies and procedures that require adherence to Property Management standards of practice for the maintenance of property, for the collection of rents and for evicting tenants for non-payment of rent.
- 04-06-5** Enact and implement policies and procedures that reinforce the importance of protecting, preserving and enhancing the assets of estates.
- 04-06-6** Ensure that PA/PG contracts with the rental agent includes requirements for, at a minimum, quarterly inspections and the submission of regular reports regarding the maintenance conditions of properties the contractor is responsible for.
- 04-06-7** Enact and implement policies and procedures that require monthly reports regarding rental income and other reports that would enable oversight and the evaluation of the information in the reports by PA/PG Management.

## ***NOTICE MECHANISMS AND EXPENDITURE AUTHORIZATIONS***

The Grand Jury's examination of financial reports filed with Probate Court and other office records revealed potential problems that occur because of apparent lack of communication and/or notices between the Case Management and Property Management Divisions of the PA/PG.

Our first review of Court records revealed that payments for San Diego Gas and Electric and telephone service at the real property, ceased when the tenant began to occupy the home. This action was consistent with the tenant's obligation in the August 2000 rental agreement to pay utilities for the home. Our examination of department case files revealed evidence of a hidden problem. The department estate files contained new gas and electric bills for February, March and April of 2001. The March bill demanded payment of \$958.97. It contained a handwritten unsigned message that noted the property had been rented; the bill needed to be paid and transferred to the tenant's name.

Interviews of staff revealed that there are no formal mechanisms or policies that require notices about significant events or changes in tenants or vendors to be sent from PA/PG Property Division to the case managers, even though they are responsible for management of the financial affairs of estates. We confirmed this fact by reviewing "narrative case entries" and by interviewing staff about the estate that we examined.

This lack of documentation and communication of events between the two PA/PG functions is particularly troubling when you examine the *Department Policies and Procedures* No. 2.5 titled, "ACCOUNTS PAYABLE/DISBURSEMENTS." In this policy the Department Mail Clerk is directed to route bills for non-medical services and supplies to the assigned Deputy, who reviews the statement for "accuracy and validity" and if approved then forwards the request to accounting staff for payment.

We question how the Deputy can efficiently and effectively review the statement for "accuracy and validity," if the file does not contain notices for new tenant occupancy, "scope of work" requirements for repairs to real property or new maintenance vendors.

Moreover, it appears that a more prudent business practice would require joint authorization of both the Property Manager and the case manager before payments related to any property management transaction are made. This is particularly important when, as in the case we examined, the department's contracted handyman charged for extensive improvements to property yet there is little accountability, oversight or evaluation of the quality of his work.

**Fact:** In the case we examined we found evidence of the estate being inappropriately billed for the tenant's gas and electric services.

**Fact:** There were no "narrative case entries" for this estate that revealed communications from PA/PG Property Division to the case managers, regarding events related to the estate's property.

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**Finding:** There are no formal mechanisms or policies that require notices about significant events or changes in tenants or vendors to be sent from PA/PG Property Division to the case managers so that timely and appropriate business decisions or actions can be taken by them.

**Finding:** There are no joint authorization requirements or procedures in effect in PA/PG so that there can be joint accountability for expenditures related to property management projects and expenses.

### ***RECOMMENDATIONS***

**The Grand Jury recommends that the San Diego County Board of Supervisors take action to ensure that the Public Administrator/Public Guardian Office:**

**04-06-8** Enact and implement policies and procedures that establish and require formal notice and communication mechanisms between PA/PG Property Management and Case Management Divisions regarding key events and transactions related to property entrusted to the department.

**04-06-9** Enact and implement policies and procedures that establish requirements for joint authorizations between Property Management and Case Management Divisions for expenditures related to property management projects and expenses.

### ***PROTOCOLS FOR THE TRANSFER OF ESTATES TO PRIVATE ADMINISTRATORS***

Upon the death of the conservatee in the case we examined, the responsibility for administration of the estate did not stay with the Public Administrator/Public Guardian. Even though the estate had become the responsibility of a private-sector administrator, the Grand Jury examined PA/PG's role as it phased out and transferred the assets and responsibilities to the private administrator.

Each year, a sizable percentage of estates in public Conservatorship is transferred to private sector administrators. In 2003, the PA/PG Office held nearly \$2.5 million of estate assets for decedents where the department served as the Conservator. Of that \$2.5 million, \$1.6 million or 64.5% of the assets held, went to private sector administrators. The year before, \$1 million or 26% of decedent assets were transferred to private administrators. The average value of each estate transferred to private administrators in 2003 was \$791,037 and in 2002, was \$262,582. The value of the estate we examined was \$925,703.

**Public Guardian Cases Moved to Private Administrators**

Year	# Cases  Total Value	Average/Case	# To Private Adm.  Total Value	Average/Case	% Of Total Value to Private Adm.	% Total Cases to Private Adm.
2001	29  \$4,979,435	\$171,705	6  \$1,039,666	\$172,277	20.9%	20.7%
2002	42  \$4,044,382	\$ 96,295	4  \$1,050,326	\$262,582	26%	9.5%
2003	14  \$2,453,349	\$175,239	2  \$1,582,073	\$791,037	64.5%	14.3%
2004  To 3/15	1  \$ 316,102	\$316,102	1  \$ 316,102	\$316,102	100%	100%

While the Petition for Probate of the Estate was filed in October 2002, only weeks after the conservatee’s death and the private administrator was appointed December 23, 2002, PA/PG records did not reflect the transfer of assets they held until May 2003. The hearing for the First and Final Accounting for probate and the administrator’s final distribution of the estate was held August 13, 2003.

The Grand Jury was surprised to learn that the Court’s official appointment of a private administrator or even the Court hearing for the *Final Accounting for the Conservatorship* did not signify the end of PA/PG involvement with the estate. Our examination of records revealed that the department did not make the distribution of personal assets to the private administrator until May 16, 2003. In fact, income was still being received and expenditures were still being made from the estate through the end of May 2003. All of these transactions were related to the management and maintenance of the real property. These included the receipt of rental income and payments for yard maintenance and the 10% commission to the rental agent for rent that was collected.

We noted in the “narrative entries” that the estate’s 9 crates of personal property stored in the PA/PG warehouse remained there throughout the private administrator’s tenure. The case manager noted after the May 16<sup>th</sup> meeting that the administrator would advise

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PA/PG whether the furniture and furnishings at the PA/PG warehouse were to be picked up or donated. One month later, entries revealed that the private administrator did not take full possession of the property. Instead, heirs of the estate contacted PA/PG to make arrangements to take possession of the items.

This practice appeared to be consistent with the department's directive in its *Policies and Procedures No. 6.13: Death of a Conservatee*, which states, "If the court appoints another party as the personal representative of the deceased conservatee's estate, the conservator is charged with the responsibility of safeguarding and conserving the estate **pending delivery of the estate assets to the personal representative**. P.C. Section 2467". (Emphasis added)

It appears that the department overlooked an important fact that was contained in an email sent May 14, 2003 by the Chief of Decedent Services to the Chief of Property Management and the case manager assigned to the case we examined. The e-mail noted how the department continued to receive income and pay bills for the real property when income should have been directed to the private administrator when appointed and expenses associated with the real property should have been approved by the administrator.

The email went on to inform the staff that the May 16<sup>th</sup> meeting was being set up to transfer assets to the private administrator and instructed property management to have the rental agent and other vendors directly contact the administrator about continuing their work with the property.

Interviews with PA/PG staff revealed that there is a lack of clarity and mutual understanding between case management and property management regarding the timing and assignment of responsibility in cases where an estate is transferred to an outside administrator. Case management testimony identified a list of tasks property management was responsible for when there is a transfer, yet property management did not acknowledge these tasks and implied that full responsibility was with case management. Each assumed the other was doing the work.

The potential impacts from the almost five-month delay for the transfer of the real property affairs to the private administrator are speculative. The lapse could have had implications for the private administrator and ultimately the heirs to the estate. Upon appointment as the administrator on December 23, 2002, the administrator became the new landlord to a tenant who was thousands of dollars in arrears in rent. Had there been a formal transfer of responsibility and full disclosure regarding the status of the tenancy on December 23<sup>rd</sup> the course of events over the following 8 months until distribution to the heirs could have been different. The course of events could have also included the retention of the security deposit by the private administrator and the ultimate transfer of the deposit to the heirs, instead of applying the deposit towards past rent before the tenancy ended.

Moreover, during the five months after the private administrator's appointment PA/PG contractors, including the rental agent, lawn maintenance contractor and handyman who made a roof repair in June 2003, were continuing to provide services and receive payments from the estate without negotiating independent contracts with the new Administrator.

### ***FACTS AND FINDINGS***

**Fact:** The estate we examined was transferred to a private sector Administrator for probate.

**Finding:** PA/PG *Policies and Procedures* direct officials to protect and preserve the assets of a Conservatee's estate until it is transferred to a private administrator. They do not specify when the transfer should occur or the specific steps that should be followed in order to execute it.

**Fact:** While the Court appointed the private administrator for the estate in December 2002, PA/PG did not distribute the assets to him until May 16, 2003.

**Finding:** Had there been a formal transfer of responsibility and full disclosure regarding the status of the tenancy, terms of the rental agreement, proper designation of the security deposit transfer and condition of the property on December 23, 2002, the course of events over the following months until distribution of property in August could have been different.

### ***RECOMMENDATIONS***

**The Grand Jury recommends that the San Diego County Board of Supervisors take action to ensure that the Public Administrator/Public Guardian Office:**

**04-06-10** Enact and implement policies and procedures that establish clarity in responsibility, time-lines, protocols and other necessary details related to the proper transfer of Conservatee estates to private sector administrators.

### ***ADMINISTRATIVE OVERSIGHT***

Throughout our investigation, we sought clarifications regarding the assignment of authority, duties, obligations and processes of operation by consulting the PA/PG *Policy and Procedures Manual*. At times, the Grand Jury found that PA/PG policies lacked clarity in the assignment of responsibilities or oversight. Other times, they did not appear to fully describe the scope of work or requirements for specific tasks. The policies related to property management referenced positions that are no longer on the *Department Organizational Chart*.

With the exception of an attachment to one policy, the dates on the documents in the *Public Administrator Public Guardian Policy and Procedure Manual* are March 12, 1999 and June 1, 1999, nearly five years ago.

**Finding:** Our investigation and case study illustrates the need to make comprehensive revisions and additions to the PA/PG *Policies and Procedures Manual*.

### ***RECOMMENDATIONS***

**The Grand Jury recommends that the San Diego County Board of Supervisors take action to ensure that the Public Administrator/Public Guardian Office:**

**04-06-11** Evaluate and make appropriate revisions and additions to the PA/PG *Policies and Procedures Manual*.

**04-06-12** Implement a comprehensive training program for all department staff regarding their performance under the revised *Policies and Procedures*.

### ***REQUIREMENTS AND INSTRUCTIONS***

The California Penal Code §933(c) requires any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the agency. Such comment shall be made *no later than 90 days* after the Grand Jury publishes its report (filed with the Clerk of the Court); except that in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g. District Attorney, Sheriff, etc), such comment shall be made within 60 days to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code §933.05(a), (b), (c) details, as follows, the manner in which such comment(s) are to be made:

- (a) As to each grand jury finding, the responding person or entity shall indicate one of the following:
  - (1) The respondent agrees with the finding.
  - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) As to each grand jury recommendation, the responding person or entity shall report one of the following actions:
  - (1) The recommendation has been implemented, with a summary regarding the implemented action.
  - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time for implementation.
  - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the

governing body of the public agency when applicable.  
This time frame shall not exceed six months from the date of publication of the grand jury report.

- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
- (c) If a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department head and the Board of Supervisors shall respond if requested by the grand jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision make authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

Comments to the Presiding Judge of the Superior Court in compliance with the Penal Code §933.05 are required by the date indicated:

<b><u>RESPONDING AGENCY</u></b>	<b><u>RECOMMENDATIONS</u></b>	<b><u>DATE</u></b>
<b>San Diego County Board of Supervisors</b>	<b>04-01-1 through 04-01-12</b>	<b>08/17/04</b>